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The Solicitors' Journal.

LONDON, JUNE 26, 1875.

CURRENT TOPICS.

IT IS DESIRABLE that the attention of county court judges should be drawn to the judicious observations of Mr. Serjeant Tindal Atkinson, reported in another column, as to the appearance of agents in cases in county courts. It is difficult to believe that any judge can think it desirable to give leave for "any other person" than an attorney or barrister to appear instead of the party, but rules have a tendency to become gradually relaxed, and it is much to be hoped that wherever this is the case the matter will be brought before the judge, in order that an expression of opinion may be elicited, such as has been given by the judge of the Leeds County Court.

ONE OF THE MOST OBSCURE SECTIONS in the Bankruptcy Act, 1869, is that relating to the effect of the disclaimer of a lease by a trustee in bankruptcy (section 23). It would seem, indeed, as Mr. Robson has suggested, that the defects of this provision, and the difficulties likely to arise in giving effect to it, were very early recognized, and that rule 28 of 1871, requiring the leave of the court before the execution by the trustee of a disclaimer of a leasehold interest, and enabling the court to make such order as it thinks fit, was intended to provide a means of settling the numerous questions likely to arise on such a disclaimer between the lessor and the various persons interested under the lease. Whether owing to this provision or to the circumstance that in practice these questions are usually amicably settled, there have been very few decisions upon this section, and we remain to-day almost as much in the dark as ever as to the effect of a disclaimer.

The Act says that upon the execution of a disclaimer the lease shall be deemed to have been surrendered at the date of the order of adjudication. Now the effect of a surrender by a lessee upon an underlease previously granted by him is well known. It is clear law that, though a surrender operates between the parties as an extinguishment of the interest, it does not so operate as to third persons who, at the time of the surrender, had rights which such extinguishment would destroy. As to then the surrender operates only as a grant, subject to their right (*Doe v. Pylke*, 5 M. & S. 146). What, then, is the effect upon an underlease granted by a lessee before his bankruptcy of a disclaimer of the lease by his trustee? If Martin and Pigott, B.B., were correct in saying in *Smyth v. North* (20 W. R. 683, L. R. 7 Ex. 242) that the provision in section 23 only affects the relations between the bankrupt and his trustee, and the lessor, the underlessee will be wholly unaffected by the disclaimer. But then comes this difficulty: can it have been intended that the lessor should have foisted on him, it may be for a long term of years, a tenant not selected by himself, and holding the premises on terms possibly altogether different from those he obtained from the lessee; terms adjusted, not by himself, but by the lessee,

e.g., an underlease at a peppercorn rent and with no covenant to repair? This question was raised in a case of *Taylor v. Gilloft* before Vice-Chancellor Hall on Monday last. A lessee had agreed to grant an underlease to the plaintiff, and under this agreement the plaintiff had entered into possession of the premises. The lessee became bankrupt, and his trustee disclaimed the lease—the lessor then brought ejectment against the underlessee, and the bill was filed to restrain the action. The learned Vice-Chancellor thought it unnecessary to go into the general question whether the effect of a disclaimer by a trustee in bankruptcy is to leave the underlease subsisting as against the original lessor. He thought that where an underlease comprised the same property as the original demise, and contained the same provisions and covenants as the original lease, much might be said in favour of the view that, notwithstanding the disclaimer, the underlease was kept on foot as against the lessor. But in the case before him there was merely an agreement for an underlease on terms different from those of the original lease, viz., without any proviso for re-entry on breach of covenants. He thought it "was not intended by the Legislature in such a case that a landlord, who by his original lease had agreed to bargain away his property for a certain term on certain conditions, and reserving to himself a right of re-entry for breach of those conditions, should find himself bound, by no act of his own, to be put in a position entirely different from that in which he had intended to be; he therefore could not apply the section in question so as to give that effect, and it seemed to him it had not that effect. In his judgment such an effect would be so inequitable that he could not give the plaintiff the relief he asked."

With great deference, we venture to doubt whether this is a satisfactory *ratio decidendi*. Out of several objections we will confine ourselves to this. Even if the underlease had contained provisions and covenants identical in language with those of the original lease, yet the effect of holding it to be binding on the original lessor after the disclaimer of the trustee of the bankrupt lessee might be "to put the lessor, by no act of his own, in a position entirely different from that in which he had intended to be." He had intended to let to A., a trustworthy and substantial tenant—he finds himself saddled with B., a man of straw. The fallacy appears to lie in the assumption that the covenants in a lease and an underlease, because identical in words, are identical in effect. Supposing I have let a house for twenty-one years with a stringent covenant to repair, and my lessee underlets at the end of fourteen years for seven years, less two days, with a precisely similar covenant to repair, can it be said that I suffer no injustice if, on the disclaimer of the lease by the trustee of my lessee, I am compelled to accept a covenant to repair which has reference only to the condition of the demised premises at the end of fourteen years' occupation by my lessee? (See *Walker v. Hatton*, 10 M. & W. 249).

A CASE almost comparable in importance and difficulty to the Clapham bell-ringing case has recently occupied the attention of the highest court of the realm. It appears that the parish church of Peebles has a steeple, and that the steeple has three bells. One of these, known as the "dead bell," and strongly suspected of being cracked, is used for funerals and fires; another, formerly the prison bell, is used for calling workpeople to their work; and the third, a venerable bell, bearing the town's arms, up to 1873 was used for summoning the congregation of the parish church. Now, the steeple was erected by the town council under an agreement with the heritors, made in 1779, whereby it was stipulated that "the steeple, when finished, is to be the sole property of the borough for ever, the bells, however, to be employed for the parish as well as the town." In 1873 the town council resolved that the bell be rung every Sabbath-day at 11 a.m., 1.45 p.m., and 5.45 p.m. These

hours corresponded with the hours of service at the parish church, but the evening service there was somewhat intermittent; hence, in the opinion of the minister and kirk session, the ringing of the bell at 5.45 p.m. was misleading, and it seems to have been admitted that it was intended to assemble the Dissenting congregations of the town as well as the parish church congregation. The minister and kirk-session, therefore, applied to the Court of Session for an interdict to prevent this use of the bell. The Lord Ordinary refused the application, but the First Division granted it. Lord Deas founded his judgment in favour of the plaintiffs on the authority of *M'Naughten v. Paisley* (13 S. 435), expressly dissenting, however, from Lord Medwyn's doctrine in that case, that "it is the privilege of the Established Church alone to assemble her members for public worship by the sound of a bell." The learned judge also laid stress upon the usage whereby the bell had been "hebdomadally rung" at hours fixed by the parish minister and kirk session for summoning the parish church congregation, and for no other ecclesiastical purpose. "It may be open to doubt," said his lordship, "how far the Bow bells of London called out intelligibly, 'Turn again, Whittington,' but there can be no doubt that the bell in dispute has hitherto called out intelligibly, 'Come to the parish church of Peebles.'" Lord Jerviswoode and the Lord President agreed with Lord Deas; but Lord Ardmillan dissented, on the ground that the bell was "primarily, but not exclusively, dedicated to the summoning of the congregation of the parish church, and there had been no attempt to interfere with or limit that use." On appeal to the House of Lords a new view was adopted. Their lordships held that the agreement of 1779 bound the town council to use the bells either for the parish or the town, whereas the use of them for summoning Dissenting congregations was neither a parochial nor a municipal purpose. The result is that the venerable bell will continue "to call out intelligibly, 'Come to the parish church of Peebles.'"

Our own law on this important subject is clearly settled. Although the bells and ropes of the parish church are to be provided by the parishioners at their own charge, the 88th canon of 1603 provides that the bells shall not be rung "without good cause to be allowed by the minister of the place and by the churchwardens." In *Redhead v. Wait* (10 W. R. Eccl. Dig. 32) some parishioners who had rung the church bells on a meeting of foxhounds were admonished and condemned in the costs of the suit.

THIS IS AN AGE of grievances, and until Mr. Charley and his Society have accomplished "the definition and amendment of the Rules of Etiquette," we must expect to hear mutterings of discontent in both branches of the profession. The latest have arisen from "A Barrister," who unfolded in the *Times* a few days ago a tale of perfidy and woe. "A gentleman," he said, "lately called on me and asked me to advise him on a matter I have made a *spécialité*. I told him he must 'come to me through a solicitor.' He went to a solicitor, but that solicitor led him away to counsel somewhere else." This is very sad; but it does not appear that the client told the solicitor the name of the barrister to whom he applied in the first instance, nor is it stated that the client ever had, or expressed, any intention of following counsel's advice to come to him. An ill-natured reader might hint that perhaps the client in his short interview with counsel learnt sufficient to prevent him from again desiring to obtain his advice. A less cynical person might suggest that a solicitor's whole duty to his client is not comprised in the observance of the rule that, with reference to the introduction of business, one good turn deserves another, but that he is bound to obtain for his client the best opinion he can get. Moreover, in this case, since no name was mentioned by counsel to his client, it was not by the recommendation of counsel that the

client employed the particular solicitor he went to; hence no special claim to gratitude arose. This appears to have occurred to the "Barrister," for when another person came to him in the same way, he told him "to go to a particular solicitor." This time the solicitor is stated to have "led away," not the client, but a portion of his money:—"He went, put down with that solicitor the five guineas he had offered me for my opinion, and of these five two found their way eventually to me on a 'case for opinion,' the remaining three being left *in transitu* with the solicitor. If the junior bar were allowed to draw wills and have them executed in their clerks' chambers, a great cheapening as well as improvement of the law would be effected for the public." This is very diverting. The solicitor took his charges out of the five guineas which counsel would have accepted, and so made the cost to the client five instead of eight guineas, and the writer suggests as the moral of the transaction that it would be cheaper for the public to go direct to counsel. On his own showing the cost to the client would have been exactly the same in either case; while, if he had come direct, both he and the barrister would have lacked the benefit of the skill and labour of another adviser.

WHEN LORD LYTTLETON raised an outcry about the burdens imposed on the county court judges we ventured to express a doubt whether those learned personages were really suffering from any excessive press of work. The minutes of evidence given before the Administrative Departments Commissioners, just printed, contain some observations by Mr. Nicol which amply bear out our remarks. It appears that in 1863 the days of sitting were 7,931, and in 1872 they had only increased to 7,973; that is considerably less than one day per circuit. Mr. Nicol further stated that since 1857 the total number of sittings of the judges in the year had diminished by about 1,000. The general average attendance of a judge during the last ten years has been about 134 or 135 days in a year. In Lord Westbury's time a county court judge complained that he had to sit 156 days in the year, and was informed by the Chancellor that he must not complain if he had to sit 200 days without travelling. To a great extent the number of the days on which a county court judge sits depends on the number of cases put in his paper for hearing, and this is a matter regulated by himself. It appears from the same evidence that Lord Selborne, when Chancellor, had under consideration the questions, what should be considered a fair day's work for a county court judge? and whether some limit should not be imposed on the number of cases which should be allowed to be set down for hearing in a day, but great difficulty was found in arriving at any conclusion on these subjects, and nothing was done.

INDEMNITY FOR COSTS OF PRIOR LITIGATION.

I.

THE vacillation and variety of opinion as to the measure of damages has been great, but in no part of that subject is the principle more difficult to trace than where the claim of the plaintiff has included costs incurred by him in some prior proceeding. The question may be put generally thus—In what cases will the plaintiff be entitled to recover the costs of litigation in which he has been engaged in consequence of that failure of duty on the part of the defendant for which the plaintiff is now suing him?

Now, in the first place, the way to the consideration of the cases in which the costs thus incurred can be recovered may be cleared by seeing where they cannot; and the one point which is certain is that the plaintiff cannot recover them where the litigation in which he has engaged is rash, improvident, and such as a prudent and well-advised man would not have engaged in. Thus

the plaintiff has been unable to recover such costs where after the opportunity for discovering the defendant's default, he has, in reliance on his warranty, entered into a similar warranty to a third person, and thence incurred a legal liability (*Wrightup v. Chamberlain*, 7 Scott, 598); where, in reliance on the defendant's assertion of his authority as agent he has entered into litigation in which, even if the authority had existed, he must necessarily fail for want of compliance with the provisions of the Statute of Frauds (*Pow v. Smith*, 9 W. R. 611, 1 B. & S. 220); where, in the like reliance, he has continued the litigation after the non-existence of the authority has become manifest (*Godwin v. Francis*, L. R. 5 C. P. 295); where he has maintained a hopeless defence to a liability which he has incurred by reason of the defendant's default (*Ronneberg v. Falkland Islands Company*, 12 W. R. 914, 17 C. B. N. S. 1; *Roach v. Thompson*, 4 C. & P. 194; *Bleaden v. Charles*, 7 Bing. 246; *Tindall v. Bell*, 11 M. & W. 228; *Short v. Kalloway*, 11 A. & E. 28); and where, even in reliance on his own agent's statement that a representation had been made by a third person, he has commenced an action for deceit against that person, without making those inquiries which a prudent man would have made (*Richardson v. Dunn*, 8 W. R. 582, 8 C. B. N. S. 655; see also *per Lord Abinger, C.B., and Parke, B.*, in *Walker v. Hatton*, 10 M. & W. 249). From these negatives the corresponding affirmative must not be concluded that, but for the want of prudence on the part of the plaintiff, the costs could in these cases have been recovered; how far this could have been done is the subject of distinct consideration; all that is decided by them is that, assuming the plaintiff might, under some circumstances, have recovered the costs, his own imprudence was the true cause of their being incurred, and has interrupted the chain of cause and effect by which they could be attributed to the defendant's default.

But two observations may be made on some of the cases above cited. *Roach v. Thompson* and *Bleaden v. Charles* were cases in which the acceptor of a bill of exchange incurred costs through not meeting his acceptance, on which, but for the defendant's default, he would not have been sued. The defence, being to a *bona fide* holder for value, was hopeless, and therefore he was held not entitled to recover his costs. But in *Jones v. Brooke* (7 Taunt. 464) it was held that if the plaintiff was accommodation acceptor to the defendant it would be otherwise, perhaps on the ground that it was the defendant's duty to keep him in funds to meet the bill, and this case was referred to by Parke, B., as settled law in *Stratton v. Mathews* (3 Ex. 48). In *Beech v. Jones* (5 C. B. 696), however, this exception to the general rule was not allowed, and *Jones v. Brooke* cannot therefore be now relied on.

The other observation refers to a suggestion of Parke, B., in *Tindall v. Bell* that, "when the mischief is done, the necessary consequences of it are what a reasonable man would do under similar circumstances, where he had no other judgment but his own to resort to"; this can hardly be accepted as law, at least when the opportunity exists of recourse to other advice; the plaintiff who seeks to recover his costs must show that he has acted as a prudent and well-advised man would have acted.

But in the next place it is not enough for the plaintiff seeking to recover costs incurred in consequence of the defendant's default to say that in incurring them he acted prudently for his own interests. If, relying on the defendant's performance of his obligation, he has incurred a liability to third persons and is sued, and, though he cannot succeed in his defence, defends for the purpose of having the damages assessed, he cannot recover the costs so incurred. In *Mors le blanch v. Wilson* (21 W. R. 109, L. R. 8 C. P. 227), indeed, the contrary was held, and the plaintiff, a charterer, who through the defendant's default in loading a cargo had incurred liability to the shipowner for detention, was allowed to recover the costs of his defence. But in the recent case of *Baxendale v. London, Chatham, and Dover Railway Company*

(23 W. R. 167, L. R. 10 Ex. 35) that view was dissented from, and the case was overruled, and it must now be taken that the plaintiff cannot recover costs which he thus incurs for his own protection.

But *Baxendale v. London, Chatham, and Dover Railway Company* is further an authority that the costs incurred in litigation arising out of a contract independent of, and unconnected with, that made between the plaintiff and defendant cannot in any case be recovered. The plaintiffs had been employed to carry a picture from London to Paris; and they, in turn, employed the defendants; through the negligence of the defendants the picture was spoiled, and the owner sued the plaintiffs and recovered £650. The plaintiffs then claimed in their action against the defendants to recover the £650 and the costs of their defence. The court below, on the authority of *Mors le blanch v. Wilson*, held them entitled to these costs. Now the defendants must, no doubt, have been aware that the plaintiffs were themselves carriers, and would therefore be probably exposed to actions for any loss or damage in respect of goods passed on by them to the defendants. But *Horne v. Midland Railway Company* (21 W. R. 481, L. R. 8 C. P. 131) is a distinct authority that, in order to aggravate the carrier's liability beyond the value of the goods, there must be, at the least, a specific notice of the loss which the sender is likely to suffer by non-delivery, if not a contract on the part of the carrier to accept that risk. If, however, the decision had remained unreversed, it would have imposed on every carrier a further liability dependent on the circumstance, with which he has nothing to do, that the sender is himself under an obligation to a third person. The Court of Exchequer Chamber reversed this judgment, and not only denied the plaintiffs' right to the costs actually incurred, but held that they could not even claim any costs at all. "The whole of the costs were incurred for the plaintiffs' own benefit," says Lord Coleridge, "and were not in any sense the natural and proximate result of the defendants' breach of duty." "The costs claimed," says Keating, J., are "not the proximate consequence of the defendants' breach of duty." Lush, J., says, "The defendants incurred no liability to Harding (the owner of the picture). The costs of defending Harding's action, therefore, cannot be said to be the consequence of the defendants' default. The two things have no connection whatever with each other." "These costs," says Quain, J., are "the costs of an action brought upon a contract made by the plaintiffs with Harding, to which the defendants were no parties and with which they had no concern." "The contracts," says Archibald, J., "were wholly independent, and the damages recovered against the plaintiffs by Harding were not of necessity the same as those which the plaintiffs could recover against the defendants."

The same rule is stated by Parke, B., in *Tindall v. Bell* (11 M. & W. 231), to be settled law with respect to costs of litigation arising out of a contract occasioned by the defendant's default. The case in question, he says, "very much resembles that of repair, in which it has been held that if a party chooses to stand the consequences of an action by the tradesman for the value of the repairs, he cannot charge the expenses of that as a consequence upon the party who did the original wrong whereby the repairs became necessary." This view, which it was not necessary to act upon in *Tindall v. Bell*, because the litigation was held imprudent, is confirmed by *Baxendale's* case, and it would apply to the above-cited case of *Ronneberg v. Falkland Islands Company* as well as to *Tindall v. Bell*, in which cases the costs arose out of litigation on contracts made by the plaintiff to remedy the consequences, in the one case of defendant's wrongful act, and in the other of his wrongful default.

On the same principle it was held in *Penley v. Watts* (7 M. & W. 601), and *Walker v. Hatton* (10 M. & W. 249), overruling *Neal v. Wyllie* (3 B. & C. 533), that a lessee could not recover from his under-lessee, on his covenant to repair, costs incurred in defending an action

for repairs brought by the superior landlord on his own covenant with him, notwithstanding that the damages for non-repair were in fact the same in both actions. This identity of the damages was urged, as it was also in *Mors le blanch v. Wilson and Bazendale's case*, as a reason why the costs should be allowed; and if, as a matter of fact, they are the same, we should hardly feel it was the true answer to say that they need not of necessity be the same. The true answer is that the contracts are distinct and independent, a reason which would hold good if the very identical thing were stipulated for in both contracts; the breach of one contract could not have for its proximate consequence the costs of defending an action on a distinct and independent one. How far this argument extends is strongly shown by *Hall v. Logan* (4 C. B. 598), where the lessee was held not entitled to recover from his under-lessee the loss of a term forfeited through breach of his own covenant to insure, but which would not have happened if the under-lessee had observed his covenant for insurance. "The covenants," says Maule, J., "are different. But, assuming them to be identical, I think the loss of the term here was not the result of the defendant's breach of covenant, but of the breach by the plaintiff himself of the covenant entered into by him with the lessor." And this reasoning is at least equally applicable to costs incurred in defending an action on the lessor's covenant; the true cause of these costs was the contract of the person sued in the action.

(To be continued.)

LOCUS STANDI.

A RECENT case before the Court of Referees, decided on the 27th of last month, exemplifies the defects of the practice of Parliament in respect of *locus standi* of constituents seeking to be heard against a Bill promoted by a local authority. The title of the Bill before the court was the West Kent Drainage Bill; the promoters were the guardians of the poor of Bromley Union, and the petitioners were owners and ratepayers acting in pursuance of a vote of the vestries of parishes within the Union. The formal objection taken to the petitioners was that they were not entitled to be heard against their representatives. The decision, as officially printed, we give in its own peculiar phraseology:—"The *locus standi* of the following petitioners has been disallowed: [name of petition] owners and ratepayers of Orpington, &c., except as to such of the petitioners as are owners."

In order to see our way clearly to a right ascertainment of the justice of the peculiar principle of exclusion of petitioners from all right to be heard, even to cross-examine the hostile one-sided evidence of their own so-called representatives, it is necessary to particularize the facts as they appeared on the Bill and the petition. The local body of administrators of the poor rates who had originated the Bill, proposed, as the title of their project indicated, an extensive sewerage scheme, involving between six and seven miles of tunnelling, at the cost substantially of those parishes of which the petitioning ratepayers were inhabitants. The works were designed on a scale sufficient to drain, not only the parishes in Bromley Union, but the districts of seven other local boards, boards of guardians, and other local bodies, all of which bodies, with one exception, had not only opposed the Bill in the House of Lords, but had obtained the insertion of clauses rendering necessary more engineering works. The guardians of Bromley Union had provided in the Bill for the incorporation of themselves and these hostile local bodies under the name and title of the West Kent Main Drainage Board, and they had originally proposed to charge with the costs of the undertaking an area of £400,000 in rateable value. The Bill came down from the House of Lords with its contemplated West Kent Main Drainage Board reduced to the poor law guardians of Bromley Union and one "other local body"; the

taxable area was also reduced from a total of £400,000 rateable value to a total of £130,000, while the cost of the undertaking was augmented.

Now, the petitioners claimed to be allowed to show: (1) That this Bill was initiated without the assent, asked or obtained, of the ratepayers, either by meeting called together or otherwise, and that the proceedings of the promoters were *ultra vires*; (2) That the Local Board of Health of Bromley were opposed to the scheme, and that they were prepared with a more feasible and less costly one; (3) The petitioners asked to be heard to show that it was not necessary for the drainage of their parishes that engineering works of a magnitude and power sufficient to drain West Kent should be constructed, and that the small area which would have to pay the cost of these public works would be excessively taxed if these works were authorized.

Those who are not familiar with the practice of Parliament might think that, under the circumstances, this was a reasonable application on the part of the petitioners. Here was a body of officials in a country place, elected by ratepayers primarily to administer the funds raised for the poor of the parishes, proposing, in the language of their scheme, "the effectual sewerage" of a very wide territory at the cost of the inhabitants of a small area, those inhabitants being their own ratepayers. It can hardly be accepted by the public as a satisfactory state of things that parish guardians on their election are clothed with the functions of sewerage authorities, and are entitled to assume the consent of their ratepaying constituents to parliamentary projects to drain the western portion of the county at their expense. It would seem to be a first principle of justice that parties should in some way or other be allowed, before any tribunal empowered to impose fresh liabilities, to show that their representatives are seeking to obtain *ex parte* the sanction of the court to purposes, not only not sanctioned by, but opposed by and stated to be against the interests of those from whom they derive their very *status*. And when the representatives are an elected body of men, acting by resolutions passed by a bare majority, and the court is the High Court of Parliament, endowed with plenary powers, it does seem that the case could not be put higher for the admission of such petitioners.

Such, nevertheless, is not the practice of Parliament. This was conclusively settled, not only by the case of the Metropolitan Streets Improvements Bill in 1872 (3 Cliff. & St. 264), but by a host of modern decisions, the natural offspring of anterior precedents. Is there not ground for saying that the rules as to *locus standi* should be reviewed by the light of recent experience? And should not advantage be taken of the opportunity to recast others of the rules founded on the decisions of the old parliamentary committees, the uncertainty, or as some would say caprice, of which was so emphatically condemned by Mr. Dodson in 1868?*

Recent Decisions.

COMMON LAW.

INCOME-TAX—FOREIGN CORPORATION.

Attorney-General v. Alexander, Ex. 23 W. R. 255, L. R. 10 Ex. 20.

The grounds on which this case was decided are less broad than could have been desired. The Inland Revenue sought to make a foreign banking corporation, constituted by Turkish law and having its seat fixed at Constantinople, liable to pay income-tax on its whole revenue, as a corporation "resident in the United Kingdom," because by an agency it carried on business here. As the result of an elaborate enumeration of its functions, the court arrived at the conclusion that, although carrying on business here, and therefore liable in respect of the profits of business so carried on, it could

* Hansard, vol. 190, p. 562.

not be said to be resident here; and, indeed, to have held otherwise would have been almost in direct contradiction to the words of the statute. But we should have thought that the place of residence of a corporation necessarily was the country by virtue of whose laws it existed, and where its seat was fixed by those laws. This was the broad argument of the defendants, and it seems to have been adopted by Amplett, B.; but the course of reasoning followed by Kelly, C.B., and Cleasby, B., makes it impossible to say that the decision is to that effect.

PRINCIPAL AND AGENT—ELECTION.

Curtis v. Williamson, Q.B., 23 W. R. 236, L. R. 10 Q. B. 57.

The question what acts on the part of a person contracting with the agent of an undisclosed principal will amount to an election to charge the agent so as to preclude recourse to the principal, received an important illustration in *Calder v. Dobell* (19 W. R. 409, L. R. 6 C. P. 486), which, in effect, decided that there must be something equivalent to an election not to charge the principal, that whether there was such an election was a question of fact, and that it was not concluded by charging the agent after knowledge of the principal. *Priestly v. Fernie* (13 W. R. 1089, 3 H. & C. 977), however, set this limit to the power of recourse against the principal, that he could not be sued after the agent had been sued to judgment; which seems (though it is not) a logical consequence from the premises that there is in such cases only one contract, and that, by recovering judgment against the agent, the other party is in a manner estopped from saying (though the matter being *res inter alios acta* it is not strictly an estoppel) that the contract was with the principal. In the present case it was attempted to treat as an election precluding recourse against the principal, an affidavit of proof in bankruptcy filed, but not further proceeded upon. The court held that this did not amount to such an election. The circumstances attending the filing, which had, in fact, been countermanded, but not in time, made it of as little force as such an act could have. If such an act could be held to be equivalent to commencing an action, to which it bears some resemblance, it might be inferred that to sue the agent would not amount to an election, but the language of the court, which distinguishes between the two acts, forbids this inference. It is, however, true to say that the expressions used favour the view that merely commencing an action would not be an election.

ADMIRALTY.

EVIDENCE—DOCUMENTS OF PUBLIC INTEREST.

H.M.S. Bellerophon, Ad., 23 W. R. 248.

In *Beatson v. Skene* (8 W. R. 544, 5 H. & N. 838) it was held that an officer of state, who on grounds of the public interest objected to the production of documents in his custody relating to affairs of state, would not be compelled to produce them. It was, indeed, thought by Martin, B., that the court could compel the production, and might do so if on examination of them the objection appeared frivolous; and this was not contradicted by Pollock, C.B., in delivering the judgment of the court, though he treated the distinction as practically immaterial. In most cases it, no doubt, would be so, but we are inclined to think that Martin, B., was justified in making this cautious exception to the generality of the rule. In the present case Sir R. Phillimore has followed the rule laid down in *Beatson v. Skene*, and refused to order inspection of Admiralty reports relating to a collision, the subject of the suit, which the Lords of the Admiralty objected on public grounds to produce.

Reviews.

SHIPMASTERS AND SEAMEN.

THE LAW RELATING TO SHIPMASTERS AND SEAMEN. By JOSEPH KAY, Q.C. 2 Vols. Stevens & Haynes.

It is some years since the publication of any work on the law of this country relating to shipping, if we except Mr. MacLachlan's new edition of his treatise on that subject, which has only very recently been published; and the accumulation of decisions in the interval would have made any book on this branch of law useful at the present time. Mr. Kay has dealt with the subject in a manner somewhat different to his predecessors. In his preface he states that he has only treated of a portion of it and has treated such portion in relation to ship-masters and seamen, and not in relation to shipowners; and his object he states to have been, in default of a code of shipping law, to "endeavour to compile a guide and reference book for masters, shipagents, and consuls, to aid them as far as the present state of the shipping laws of the great British empire would enable him to do so." It would seem, therefore, that the book is intended for lay readers rather than lawyers. Whether, in a work too pretentious to be ranked amongst mere legal handy-books, it was desirable for the author to confine himself so narrowly to one aspect of the subject may be matter of doubt. The class of readers for whom the book is intended would, we should have thought, have preferred a guide with fewer authorities but wider scope, a compendium rather than a monograph. How, for instance, in a work intended for masters, shipagents, and consuls, all reference to the subject of general average should have been omitted we cannot imagine; and yet anybody unacquainted with shipping matters who reads this text-book would suppose that the only sense in which the word average was ever used was that in which it is used in a bill of lading to denote certain petty charges such as trimming, beaconage, &c.

Another defect in the work, caused, perhaps inevitably, by the author's steady adherence to the plan upon which it is constructed, is a repetition which increases the bulk of a book already too large, and sometimes becomes wearisome to the reader. As an instance of repetition of the former kind, we may mention chapter ii. of part XIV. as to the master's statutory remedies for wages; which is, almost *verbatim*, a repetition of several pages devoted to the same subject in part IX., chapter ix., which deals with the seamen's remedies, the Merchant Shipping Act, 1854, having provided (section 191) that a master is to have the same rights, liens, and remedies for the recovery of his wages which a seaman has. As an instance of wearisome iteration, we may cite the statement on p. 80 that "the assured makes no warranty to the underwriters that the vessel shall continue seaworthy, or that the master or crew shall do their duty during the voyage," a rule which is repeated in nearly the same words no less than four times in ten pages, viz., on pp. 80, 84, 88, and 89.

A more serious defect may be noticed in a certain carelessness of statement which may furnish puzzles for the intelligent, and perhaps traps for the unwary, mariner, for whose benefit the work is designed. Thus on p. 626 he will find cited the provision of the Merchant Shipping Act, 1854, s. 182, that every stipulation by which any seaman consents to abandon his right to wages in case of the loss of the ship shall be wholly inoperative. On p. 629 he will find it stated, on the authority of *Cutter v. Powell*, &c., that where the seaman's agreement "contains an express provision in explicit terms that the seaman shall not be entitled to wages until the arrival of the ship, no claim for wages can arise before such arrival." To take another instance, on p. 642 he will find it stated that when a seaman signs articles there is no implied promise or

warranty by the shipowner or master that the ship is seaworthy. On p. 708 he will read, as to the right of a seaman to refuse to embark, that "if the ship is not seaworthy, *contrary to the implied undertaking that she should be so*, a refusal to put to sea in her is no desertion."

Moreover, the author is not free from that besetting sin in writers of legal text-books of citing the facts of cases and leaving the reader to draw his own conclusions. In his discussion of a subject so extremely important, in a book designed for sea captains, as that of the master's lien for freight, and how far and when the bill of lading in this respect incorporates the terms of the charter-party, Mr. Kay is too much inclined to say that it is a question of construction of the contract, and, though industriously citing the decisions, to leave his unlearned readers to extract their principles just when the application of them alone would be hard enough. We must, however, do the author the justice to say that this is by no means a characteristic of the book throughout. It is somewhat unequal in this respect, but in some parts of it the author seems to us to have extracted the principles, as well as detailed the facts, of the cases cited, with ability as well as accuracy. The chapter devoted to Stoppage in Transitu seems to us particularly admirable in this respect.

On the whole we are inclined to think that the lawyer will find this a more useful book than the lay reader. Always remembering that it does not profess to be a complete treatise on the law of merchant shipping, it may be said to be a fairly full and accurate collection, in a logical form, of the decisions and statutes respecting the branches of the subject with which the author deals. We cannot say that we invariably agree with his law, and there are some omissions which seem to us defects from a lawyer's as well as a layman's point of view. Mr. Kay has cited from the Judicature Act the extension to all the superior courts of the admiralty principle as to contributory negligence in the case of collisions between ships, which makes it the more surprising that he should omit all notice of the change effected by the Act as to defendants being allowed to set up counter-claims, which will have so material a bearing upon a point that constantly arises as to the right to set off short delivery against freight. Under the new Act and proposed rules it would seem that in future this will be possible. So again the provision in the Judicature Act as to the assignment of *choses in action* is passed over in silence, and the rule that they are not assignable so as to enable the assignee to sue in his own name in the common law courts is laid down without qualification. We are surprised, moreover, to find that in a practical treatise, where the ordinary form of bill of lading is set forth, the author should give only the old restricted exceptions, without any reference to the numerous additional exceptions which have been added by modern usage, and more especially to the important one so constantly adopted in the present day, and which has been the subject of no little judicial controversy—that of "the negligence of the master and mariners." Has not Mr. Kay heard of the Eastern bill of lading, which was settled by the merchants, shipowners, and underwriters a few years back, and which we believe is in general, if not universal, use for export traffic in steamships eastward?

One more omission we will notice, and then have done with our catalogue of defects. For practical men there can hardly be a more important question than that of the right of the master to retain his lien after discharge and warehousing of a cargo where the provisions of the Merchant Shipping Act on this point do not apply. Was the case of *Mors. Le Blanche v. Wilson* (21 W. R. 109, L. R. 8 C. P. 227) too recent to be introduced in Mr. Kay's pages? It certainly qualifies in a very important way the law as laid down in previous text-books which are cited by Mr. Kay. It is true that the case was practically overruled in *Baxendale v. London, Chatham, and*

Dover Railway (23 W. R. 167, L. R. 10 Ex. 35), but not upon the point in question.

We have dwelt in some detail on points in which the work under review seems defective, but we must not leave it without acknowledging the merits which it possesses. As a guide to students or persons desiring to be introduced to the law of merchant shipping it may be valuable, so far as it goes; whilst the practitioner will find in it, not much originality, perhaps, but a careful and well-arranged compilation of the cases down to a recent time.

CONVEYANCING.

PRINCIPLES OF CONVEYANCING. AN ELEMENTARY WORK FOR THE USE OF STUDENTS. BY HENRY C. DEANE, Barrister-at-law. Stevens & Haynes.

The author commences his preface by saying, "The plan of this book has not, it is believed, been adopted in any previous work, with the exception of Watkins' Principles of Conveyancing, the last edition of which, although published some thirty years ago, is still in considerable demand." If this statement refers to the division of the book into two parts, the first treating of real property generally and the second having more immediate reference to conveyancing, it may, so far as we know, be correct. But as two-thirds of the work consist of an elementary treatise on the various estates in land, there will be few of its readers who will fail to be reminded, at all events for the first 282 pages, of a much more recent production than Watkins' Conveyancing; while the last 142 pages, containing as they do, for the most part, descriptions of conditions of sale, purchase deeds, &c., do not very forcibly remind us of the second part of Watkins' learned treatise. The author will no doubt be the last to expect that the first part of his work will replace the accurate manual by Mr. Joshua Williams which we all know so well, and which, as it now stands, is the result of a life's patient labour and research. It is something—and with this he must be satisfied—to have written a book which it may be useful for students to read as a means of obtaining a fresh, or at any rate slightly different, view of a very important subject, with the elements of which they cannot make themselves too familiar. The second part of the book can still less replace the necessity of carefully going through and considering examples of the instruments of which it treats. It may, however, be found of service in presenting a general bird's-eye view of such instruments. The style of the book is easy and simple, and, therefore, well adapted for the readers it is addressed to.

We do not desire to undervalue the pains which the author has taken in perfecting his work, and it is evident that they have been great. But we would wish him to bear in mind that in no class of books is the strictest accuracy more essential than in first books for students. Wrong impressions taken on the threshold of a man's professional reading are apt to remain for life. We regret, therefore, to have observed, in glancing over Mr. Deane's pages, several instances of what appear to us to be the results of haste or inattention. For instance, on page 66 we find it broadly laid down that under the Bankruptcy Act, 1869, "if the assignee of a lease becomes bankrupt, and his trustee disclaims it, the person who had assigned the lease becomes the unwilling owner of the property with which he imagined himself to have parted, and liable upon all the conditions and covenants in the lease." The case of *Smyth v. North* (20 W. R. 683, L. R. 7 Ex. 242) is given as an authority for this proposition; but that case certainly does not decide anything of the kind. Again, on page 371 it is broadly stated that on a mortgage of a limited interest in land the mortgage deed requires registration under the Bills of Sale Act, in order to give the mortgagee a perfect title to the fixtures—the author's attention apparently not having been directed to *Ex parte Barclay* (22 W. R. 608, L. R. 9 Ch. 576).

THE REVISED STATUTES.

THE STATUTES. Revised Edition. Vols. 6 and 7. By authority. Eyre & Spottiswoode.

This admirable work—an indispensable part of every legal library—makes rapid progress. Vol. 5 was published in March, 1874; vol. 6 (which comprises all the statutes in force from 5 Geo. 4 to 1 & 2 Will. 4) appeared some months ago; and now vol. 7, containing the statutes from 2 & 3 Will. 4 to 6 & 7 Will. 4, brings the work down close to the present reign. The value of this edition can hardly be exaggerated, and a tribute of admiration should be paid to the care and accuracy with which it has been prepared.

SERJEANTS'-INN.

THE rumour recently promulgated that the members of Serjeants'-inn have had under discussion the steps to be taken with reference to the Serjeants'-inn in case of the coming into operation of the Judicature Act, and the continued non-creation of new serjeants, will have excited some interest as to the history of the different properties which have been successively occupied by the serjeants. Their earliest known location was at Scrope's-inn, near St. Andrew's Church, in Holborn, which is said * to have been an inn for serjeants-at-law as early as the second year of the reign of Richard II. In the accounts of the bailiffs of the Bishop of Ely, whose mansion was immediately adjoining, it is referred to as "*Mensis domini Scrope de Bolton, modo vocata le Serjeants Place*"; and Stowe, in his "*Survey of London*," says, "Up higher on the hill be certain inns and other fair buildings, among which of old times was a messuage called Scrope's-inn, for so I find the same recorded in the thirty-seventh of Henry VI. This house was some time letten out to serjeants at the law." It was no doubt owing to the proximity of Scrope's-inn to Ely House that the hall of the latter edifice was formerly used for the feasts on the appointment of new serjeants, though at a later period these were held in the Inner Temple Hall. It is probable that the serjeants occupied their quarters on Holborn-hill until they took possession of what is now known as Serjeants'-inn, Fleet-street, for the first trace of their occupation of the latter place is to be discovered in the time of Henry VI. The freehold of the property then belonged to the Dean and Chapter of York, who had purchased it about a hundred years before out of a bequest made to them by one Dalby for the purpose of founding a chantry wherein to sing masses for the repose of his soul; and the place had been for some time called *Dalby's Chantry*. In 1442 the dean and chapter granted it by lease to one William Antroas for eighty years, at the rent of ten marks a year. This person appears to have been steward to the body of serjeants. In 1474 there was a fresh lease, for the same rent and term, to one John Wykes; but in the fifteenth year of Henry VIII. the judges and serjeants first appear as lessees, the dean and chapter demiseing the place for thirty-one years at a half-yearly rent of 53s. to Sir Lewis Pollard, one of the judges of the Common Pleas; Robert Norwich, and Thomas Inglefield, the King's serjeants; John Newdigate, William Rudhale, Humphrey Browne, William Shelley, and Thomas Willoughby, serjeants-at-law; and William Walwyn, King's Auditor in the south for the Duchy of Lancaster. Stowe speaks of it as the place where "divers judges and serjeants at the law keep a commons and are lodged in term time." On the Reformation the freehold appears to have escheated to the Crown, and in the third year of Edward VI. it was granted to Lord Chief Justice Sir Edward Montague, under the description of "a messuage, house, and hereditaments commonly called Serjeants'-inn, in the occupation of the judges under a lease for years." Some years later a doubt was raised as to whether the property had ever legally vested in the Crown, and the question was tried in *Holway v. Watkins* (Cro. Jac. 51), an action of ejectment brought to recover possession of a house adjoining Ser-

jeants'-inn, and held under a lease from Lord Chief Justice Montague, in which the majority of the judges of the Court of Common Pleas were of opinion that the land had not been originally held on superstitious uses. The result of these proceedings was that the estate was restored to the Dean and Chapter of York, and the serjeants were thenceforth once more lessees only. The whole of the inn appears to have been destroyed in the Great Fire, and four years elapsed before it was rebuilt; but in 1670, on renewal of the lease by the Dean and Chapter of York, the chambers were rebuilt by a voluntary subscription among the serjeants, and the hall and kitchen from the surplus out of the deposits made by seventeen newly-appointed serjeants, after defraying the cost of the usual feast.

This inn was subsequently deserted by the serjeants for the inn of the same name in Chancery-lane, which had for a long time been in their occupation. This latter inn was known as "Faryngdon's-inn" in the reign of Henry IV. The freehold belonged to the See of Ely, and the first authentic notice of an occupation by the judges or serjeants is in 1416, when we find in the accounts of the bishop's bailiff an entry of the receipt of £6 13s. 4d. "*pro Faryngdon's-inn in Chancellors'-lane, dimisso Rogero Bolton et Willielmo Cheney, justiciariis, et Waltero Ackham, aprentisio legis*." In 1426 it was demise to "J. Martin et Jacobo Strangwiz, et T. Rolf, justiciariis ad V. lib." In 1440 it was demise to John Hody and other serjeants for £5 a year, and in 1474 to Sir Robert Danby, Chief Justice of the Common Pleas, and other judges for £4 a year; two years later it was demise for the same sum to Sir Thomas Grey, who, in 1484, had a new lease thereof at the same rent, but subject to a liability for the repairs, the premises being described as "*Hospicium vocatum Serjeants'-inn in Chancery-lane*." A few years later the tenancy appears to have ceased, but in 1508 the inn was once more demise to John Mordaunt and Humphrey Coningsby, two of the King's serjeants. The lease appears to have been constantly renewed up to the beginning of the present century, as appears from the preamble to the Act 3 & 4 Will. 4, c. 100 (Local and Personal). It is there recited that the inn belonged to the See of Ely, and had "for a long period of years been held by the Hon. Society of Judges and Serjeants-at-Law, under leases for three lives, which have been renewed from time to time," and that the last lease was made in July, 1817, between the then Bishop of Ely of the first part, and Lord Ellenborough, Sir Vicary Gibbs (then Lord Chief Justice of the Court of Common Pleas), Lord Chief Baron Richards, and other the judges and serjeants therein named of the second part, Edward Rowland Pickering of the third part, and John Allen of the fourth part. This Act was obtained by the lessees of the inn partly because they wished to enlarge their buildings, and partly in consequence of litigation with the parish of St. Dunstan as to the rateability of the inn, which was, in the case of *Lens v. Brown* (1 C. & P. 224), determined in favour of the parish. The second section vested the inn in the Society of Judges and Serjeants-at-Law (thereby made for that purpose a body corporate, with a common seal), and their successors for their absolute use and benefit, freed and discharged from the existing lease, subject under later sections to an annual payment of £180 to the Bishop of Ely, and £130 to the parish of St. Dunstan, namely, £50 in lieu of church rate, and £80 in lieu of poor rate, both the bishop and the parish officers having a right of distress for the amounts secured by the Act.

There is no antiquarian interest attaching to the buildings of the existing Serjeants'-inn. The judges' chambers, which will doubtless be removed as soon as accommodation is provided in the new law courts, as well as the private chambers, are entirely modern. The hall also has been subjected to repeated alterations. Almost the only public use to which it is now put is for the hearing of appeals before the judges by persons disbarred or refused admission by the benches of any of the inns of court. For many years nearly all the practising serjeants had chambers in the inn, but of late years they have on receiving the coif mostly retained their old quarters in the Temple.

A notion appears to be prevalent that the dignity of serjeant-at-law is abolished by the Judicature Act. We need hardly say, however, that in fact the only provision

* Herbert's "Inns of Court," p. 357.

therein affecting the body is that in section 8 making it unnecessary for judges of the Supreme Court to be created serjeants-at-law on their appointment. This provision was introduced mainly to relieve the judges of a large and needless expense, but partly also with a view to placing the common law judges on the same footing as their colleagues in the equity division, who continue members of their Inns of Court. Since the passing of the 9 & 10 Vict. c. 54, which settled a long controversy by finally abolishing the exclusive right of audience before the Court of Common Pleas, the dignity of serjeant has involved no special pecuniary advantages, and the failure to fill up the post of Queen's Ancient Serjeant (since the death of Mr. Serjeant Manning), or to appoint any new serjeants, has much diminished its importance. No additions to the body have been made since 1868, when Serjeants Sleigh, Cox, and Sargood received the coif from Lord Cairns.

Rates.

ON WEDNESDAY the Lords Justices affirmed the decision of Vice-Chancellor Bacon in *Pryor v. Pryor* (23 W. R. 483, L. R. 19 Eq. 595), upon the construction of the Partition Act of 1868. The question was, whether, where a suit for a partition had been instituted and a decree made before the passing of the Act, the court could afterwards direct a sale instead of a partition without the consent of all the parties. The Lords Justices agreed with the Vice-Chancellor in holding that there was no such power. The 4th section of the Act (31 & 32 Vict. c. 40), provides that "in a suit for partition, where, if this Act had not been passed, a decree for partition might have been made, then if the party or parties interested, individually or collectively, to the extent of one moiety or upwards in the property to which the suit relates, request the court to direct a sale of the property and a distribution of the proceeds instead of a division of the property between or among the parties interested, the court shall, unless it sees good reason to the contrary, direct a sale of the property accordingly." The bill in *Pryor v. Pryor* was filed in 1864 for a partition, and in the same year a decree was made, directing an inquiry as to the parties interested in the property and their shares, and that, if it should appear that all the parties interested were parties to the suit, a partition should be made, and a commission issued for the purpose, with this addition, "And any of the parties are to be at liberty before the commission shall be issued to carry in proposals for a sale or for a partition of the said hereditaments before the judge in chambers." The further consideration of the cause was reserved. In 1874, no commission having been issued, the owners of four-sevenths of the property asked the court to direct a sale of the property. To this the owners of the other three-sevenths did not consent, as they desired a partition. The Court of Appeal concurred with the Vice-Chancellor in holding that the Act of 1868 does not apply to a suit in which a decree for a partition had been made before the Act was passed. In *Lys v. Lys* (17 W. R. 394, L. R. 7 Eq. 126), it was held that the Act is retrospective in this sense, that it applies to a suit instituted before it was passed, no decree having been made before the passing of the Act. *Pryor v. Pryor* shows that the Act is not retrospective for all purposes.

DR. ANDREW KIRKWOOD, in his address to the Faculty of Procurators of Glasgow, on his election as dean of that body, gave a roseate picture of the progress of law reform in Scotland:—"We, without hesitation, advise our clients, in all important questions, to resort at once to the Court of Session, and it is accordingly from Glasgow that it derives its chief business. We do this for many obvious reasons, but chiefly because of the care and expedition with which causes are there now so satisfactorily conducted. This is due to the reforms in the Court of Session procedure, introduced by the Acts of 1850, 1866, and 1868. The record is simplified, all orders for lodging papers are inflexible as to the time allowed, proofs in most cases are taken before the Lord Ordinary, and taken in shorthand, the diets for leading proofs, whether before the Lord Ordinary or a jury, are peremptory and continuous, and the discussion and decision usually follow immediately upon the conclusion of the evidence. In all these respects there is great improve-

ment'. Provision also is made for 'special cases,' by which, if the parties are agreed upon the facts, they can obtain from the Inner House a speedy judgment on the law; and, where the decision depends on English or Irish law, the means are provided (by an Act passed in 1859) of ascertaining that law from a superior court in England or Ireland, instead of relying, as formerly, on a mere opinion of English or Irish counsel. We have every reason therefore now to uphold the Court of Session, and have accordingly, in the public interest, aided the legislation for its reforms, although we could not personally be thereby benefited. . . . The statutory measures for the abridgment of our system of titles form another class of legal reforms strongly advocated by our faculty, which effect a great pecuniary saving to the community, but, in the first instance at least, entail a loss to the legal profession. The result of these reforms is nothing less than the abolition of the feudal system—in practice, if not in theory—with all its cumbrous machinery. The first inroad on the system, in our day, was the short unfeudalized form of conveyance introduced into the earliest special Scotch Railway Acts, and stereotyped in the Lands Clauses Consolidation Act. The next innovation was the dispensing with feudal clauses in the transfer of heritable securities. Then followed the abolition of symbolical delivery of heritable property. These changes took place in 1846. Two years afterwards (1847) the forms of conveyance were abbreviated. In 1858 the instrument of sasine was dispensed with, and the verbiage of charters was shortened. Further improvements were effected in 1860, 1863, and 1869, particularly by the Consolidation Act of 1868. And finally, the Conveyancing Act of 1874 was passed, superseding, as a rule, charters by progress—abolishing the distinction between feu and burghage holdings—reducing the long prescription from forty to twenty years, and the prescription against minors to thirty years—and introducing many minor improvements in deeds. With regard to inhibitions the particular register is discontinued, and the prescription of inhibitions is reduced to five years. The attachment of *acquiescenda* was happily abolished by a previous Act passed in 1868. Thus the props have been successively withdrawn from the scaffolding that for ages supported the feudal system, and the public now obtain the inestimable benefit of a simple, economical, and safe title to their heritable property."

IT WAS LAID DOWN in *Orrell v. Busch* (18 W. R. 588, L. R. 5 Ch. 467), and the rule has been followed in many cases since, that, when a suit has been instituted in one branch of the Court of Chancery, a person who, with knowledge of the existence of the first suit, institutes a second suit in relation to the same subject-matter ought to commence his proceedings in that branch of the court to which the first suit is attached. And if he commences his suit in another branch of the court he will have to pay the costs of a motion to transfer it to that branch in which the first was instituted. Most, if not all, of the reported cases in which this rule has been followed are cases of concurrent administration suits. On Thursday the Lords Justices, in *Re The West Hartlepool Iron Company*, applied the rule to a case where two petitions had been presented for the winding up of the same company. The first was presented in Vice-Chancellor Bacon's court, the second in the court of Vice-Chancellor Hall, and the second petition was ordered to be transferred to the court of Vice-Chancellor Bacon.

SECTION 69 of the Companies Act, 1862, provides that where a limited company is plaintiff in any suit "any judge having jurisdiction in the matter may, if it appears by any credible testimony that there is reason to believe that, if the defendant be successful in his defence, the assets of the company will be insufficient to pay his costs, require sufficient security to be given for such costs." It has been held that the general rule of the court, limiting the amount of the security to £100, does not apply to such a case, but that the security must be for an amount equal to the probable amount of costs payable (*The Imperial Bank of China (Limited) v. The Bank of Hindustan*, 14 W. R. 811, L. R. 1 Ch. 437). In *The Western of Canada Oil, Lands and Works Company (Limited) v. Walker* an order that the

plaintiffs should give security for costs was made in a somewhat novel form. Vice-Chancellor Malins directed that the security given should in the first instance be for £100 only, a sum which he thought would be sufficient to cover the expense of putting in the defendants' answers, and he gave them liberty to renew their application after their answers should have been filed. The Lords Justices on Thursday refused to disturb this order. They thought that the Vice-Chancellor had adopted a convenient course. When he had seen the answers he would be much better able to judge of the probable expense of the litigation, and to fix the amount of the security accordingly.

AGENTS IN THE COUNTY COURTS.

At the Leeds County Court, on Monday, the 21st inst., Mr. Ferns, solicitor, called the attention of the judge (Mr. Serjeant Tindal Atkinson) to a paragraph in which it was stated that Mr. Fisher, judge of the Bristol County Court, had come to the conclusion that he would not, in future, allow cases to be conducted by agents other than certified solicitors, and that all railway and other incorporated companies must appear by solicitors.

His honour.—That is the rule in this district, and one that I laid down in the Halifax district.

Mr. Ferns said that what he wanted to bring more especially under his honour's notice was that a firm of accountants, calling themselves Beswick & Co., accountants, took upon themselves to conduct a large amount of business in that court. He had not an opportunity of being present on Friday when a case which he was defending was brought before the court, but he received from them this legal document, which was headed, "From Beswick & Co., accountants, Manchester, Leeds, &c."

"In the County Court of Yorkshire, holden at Leeds, Plaintiff No. C. 8,818, between William Beecroft, plaintiff, and William Winkworth, defendant. Take notice that we have withdrawn the above case from court.—Yours obediently, Pro Beswick & Co., plaintiff's agents, Leeds." He submitted that this ought not to be tolerated in this court, or any other.

His honour asked if that was not a case for the Law Society rather than for him

The registrar (Mr. Marshall) said he, of course, would yield to no one in wishing to preserve intact the prerogatives of the profession, but he was bound to say it would be quite impossible satisfactorily to conduct the business of the court if in any cases taken by him—cases exclusively which came before the registrar and were undefended—a rule were to be laid down that agents were not to appear. The cases which were heard before the registrar were in the great majority of instances for small sums, in which it would be quite impossible for the parties to bear the expense of having professional assistance. These cases were put by tradesmen into the hands of agents—Messrs. Beswick & Co. and others—who appeared before him with a long list of cases. They adduced proof where there was not an admission, brought the persons who had sold the goods, and so on. They were permitted to that extent to conduct cases, and it would be quite impossible that business should be satisfactorily conducted if any rule were to be laid down that that practice was not to be permitted, because, although the agents might not know so much as solicitors, they knew a great deal more than tradesmen and others primarily concerned, and did not at all interfere with cases where solicitors ought to be consulted. The cases in which they appeared were for amounts so small that it would be impossible for professional assistance to be obtained, and he did not hesitate to say that it would be a great inconvenience to the suitors in this court, and render it quite impossible for him to get rapidly and efficiently through the number of cases which came before him, if a rule were to be laid down that such agents were not to appear.

Mr. Ferns said he did not refer to the class of cases noticed by the registrar. His honour would understand that his application was against people who took upon themselves the duties of attorneys.

His honour said that in all cases which came before him in the shape of defended cases, where parties were brought face to face, and he had to decide on the merits, he permitted no agent to interfere in any shape or

way. The parties must either conduct their own cases, or have the advantage of the ability and skill and experience of a solicitor. In those cases he was entirely against agents interfering with the duties and province of an attorney. That was his rule, and would continue to be so. But in all those cases which were taken by the learned registrar, the debt collector, so long as he did not interfere with the graver duties of a solicitor, served a useful office.

Mr. Ferns said there were graver duties interfered with by people of that class than he was at liberty to mention; but what he complained of was that these parties knew that the defendant had filed the usual defence in matters of this sort through him, and that, instead of referring the plaintiff to an attorney, they took upon themselves to draw up and file notices of discontinuance in this court.

His honour said that was a case, not for him, but for the Law Society.

The registrar remarked that in the great majority of cases the plaintiff himself could do that without consultation with an attorney.

His honour assured Mr. Ferns that whilst he was sitting there he would watch jealously that no agent should take upon himself, in the practice of the court, the office of attorney. If he found any agent doing so, he would avail himself of such powers of repression as were at his disposal. He did not believe, however, that in his courts any necessity for their exercise would be likely to arise. He thought Mr. Ferns was quite right in calling attention to the matter.

Mr. Ferns said he did not object to agents acting as debt collectors; but if they went beyond that they were infringing upon the rights and privileges of solicitors.

The subject then dropped.

COUNTY COURT APPEALS.

THE following memorial of the Society for Promoting the Amendment of the Law is to be presented to the Attorney-General:—

That the present state of the law with regard to county court appeals operates to produce hardship, expense, and inconvenience to suitors.

That in many cases the only way of appealing from the decision of a county court judge is by a special case settled and signed by the judge against whose decision the appeal is brought.

That the drawing and settlement of a special case are often attended with great delay and expense.

That appeal by special case has been entirely abolished by the Judicature Act in appeals from superior courts, and appeal by motion substituted.

That appeal by motion is cheaper and more speedy than appeal by special case, and that the appeal, if made by motion, could be heard and determined in as short a time as, and at less expense than, is constantly required for the mere settlement of the special case.

That appeal by motion is, in some cases, the present mode of appealing from the decisions of county court judges.

That in most cases of appeals from county courts, it is a condition precedent to such appeal that security be given, not only for the costs of the appeal, but also, in cases of appeals by defendants, for the amount of the judgment.

That the last-mentioned provision applies especially to judgments recovered in county courts, under 30 & 31 Vict. c. 142, s. 10, in which cases there is no limit of amount, and a defendant may thus be practically deprived of his right of appeal by a mere side-wind in cases where, if the action had been tried in the superior court, he would have been under no such disability. That these provisions tend to give an undue advantage to the richer litigants over their opponents.

That we fully admit that precautions should be taken to prevent frivolous and vexatious appeals; but this end would be sufficiently attained by empowering the court or judge to whom the application for a rule nisi is made, to impose in each case such terms (if any) as to security for costs, or otherwise, as to such court or judge might seem fit under the circumstances.

That the only argument which has ever been addressed

in favour of the existing system of appeal is that it is more convenient to the appellate judges than appeal by motion would be. Your memorialists cannot think that this consideration ought to be allowed to outweigh the very serious objections which exist to the special case system, more especially as that system has been abandoned in the case of appeals from the superior courts, all of which are, from and after the commencement of the Judicature Act, to be by notice of motion only.

That Mr. Serjeant Simon has given notice of his intention to move in the committee on the County Courts Bill, now before the House of Commons, to insert a clause to the following effect:—

"In all causes, suits, and proceedings, other than claims within the Act of the 9 & 10 Vict. c. 95, s. 58, tried or heard in any county court, and in which any person aggrieved has a right of appeal, it shall be lawful for any person aggrieved by the ruling, order, direction, or decision of any county court judge, at any time within eight days after the same shall have been made or given, to appeal against such ruling, order, direction, or decision, by an application by way of motion to the court to which such appeal lies, without the necessity of stating any special case, such motion to be *ex parte* in the first instance, and to be granted on such terms as to costs, security, or stay of proceedings, as to the court to which such motion shall be made shall seem fit, provided that, if the court to which such appeal lies be not then sitting, such application may be made to any judge of a superior court, sitting at chambers."

That your memorialists are of opinion that such clause would go far to remedy the defects of the present state of the law in this respect.

Your memorialists therefore pray your favourable consideration for the said clause, and hope that you will see fit to advise her Majesty's Government to assent to the insertion in the Bill of the said clause, with such modifications (if any) as to you may seem expedient.

Obituary.

MR. RICHARD BAVERSTOCK BROWN COBBETT.

Mr. Richard Baverstock Brown Cobbett, solicitor, of Manchester (the head of the firm of Cobbett, Wheeler, & Cobbett), died at Wilmslow, Lancashire, a few days ago, at the age of sixty-one. The deceased was the youngest son of the celebrated William Cobbett, M.P. for Oldham, and a brother of Mr. John Morgan Cobbett, the present M.P. for that place. He was born in 1814, and was admitted a solicitor in 1838, and had ever since that time practised at Manchester. In his early career in that city he engaged actively in politics, and, we believe, was sent by the Manchester Chartists as their delegate to the "National Convention." He was engaged in many important defences during the Chartist prosecutions in the North of England. For many years, however, he had ceased to take a very prominent position in politics. He had been for some time in partnership with Mr. Henry Wheeler (the clerk to the county magistrates at Manchester), and with his son, Mr. William Cobbett, who was admitted in 1868. On Monday at the sitting of the Manchester Police-court, Mr. Headlam, the stipendiary magistrate, said—During the six years I have held my present office, and for many previous years, Mr. Cobbett held the position of leading advocate in this court; indeed, there were very few cases of importance tried here in which he has not been engaged as an advocate on one side or the other. During all that time his career has been marked by a high integrity of character, by undeviating courtesy and kindness of manner, and a remarkable legal ability. An unflinching advocate in the cause which he had in hand, I have never known him to miss a point of law or fact which could tell favourably to his client, or heard a word fall from his lips which could be interpreted as being offensive to his antagonist or at all disrespectful to the bench. For myself, I may say that I have often received from him valuable assistance, not only in coming to a conclusion on a point of law, but, what is more difficult, in trying to unravel truth out of a mass of contradictory evidence and disputed matter

of fact. Few who saw him here some few months ago, apparently the picture of health, would have thought that he would be carried away from us so soon; but at a comparatively early age, and in the full vigour of his intellect, he has succumbed to what I fear has been a painful and tedious disease. Though his mantle has fallen on no unworthy shoulders, for from what I have seen of his son I am sure he will maintain unblemished the honour of the distinguished name which he inherits, yet there are few who have known him who will cease to regret the genial face, the rich humour, and the sterling worth of Richard Cobbett.

MR. SAMUEL PEELING BRABNER.

We regret to announce the death of this well-known Liverpool solicitor, which occurred on Wednesday week at his residence, Newburn House, Litherland-park. The circumstances which led to his death are thus described in the *Liverpool Post*:—"It appears that about two months ago Mr. Brabner was taking a walk in the fields adjacent to his house, accompanied by a small fox terrier, when the animal, in crossing the hedge, whined as if it had been pricked by a thorn. Mr. Brabner was about to examine the brute when it turned upon him, and bit him in the fleshy part of the right hand. A man happened to be passing at the time, and Mr. Brabner obtained a knife from him, with which he immediately killed the dog, and he then sucked the wound, which was bleeding profusely. On returning home we understand the unfortunate gentleman sent for Dr. Fitzpatrick, who cauterized the affected part, and for a time all went well. On Saturday week Mr. Brabner, who was an officer in one of the volunteer corps, attended a review in honour of her Majesty's birthday. When returning home in the evening he felt very depressed, and on entering his house he asked Mrs. Brabner to get him some whisky and water. It is said that on the liquor being brought to him he shuddered, and was unable to swallow it. He retired to rest that night, and never left his bed since. Everything that medical skill could suggest was done to save the life of the unfortunate gentleman, but to no purpose." Mr. Brabner was admitted in 1846, and succeeded his father in his business. He leaves a widow and six children.

MR. JOHN ELLIOTT WILSON.

Mr. John Elliott Wilson, solicitor, of Cranbrook and Hawkhurst (the head of the firm of Wilson, Farrar, & Philpott), died at his residence, Camden Lodge, Sissinghurst, Kent, on the 7th inst., at the age of sixty-six. Mr. Wilson was admitted a solicitor in 1831, and had ever since been in practice at Cranbrook. He was for several years clerk to the guardians of the Cranbrook Union, and up to his death he held the office of deputy-coroner for the Cranbrook division of Kent. He was formerly associated in business with the late Mr. William Tanner Nové, and more recently he had been in partnership with Mr. Henry Jeffreys Farrar (who is now clerk to the Cranbrook Board of Guardians, superintendent registrar, and clerk to the county magistrates and the commissioners of taxes), and with Mr. John Amherst Philpott.

MR. THOMAS TOWNEND DIBB.

Mr. Thomas Townend Dibb, solicitor and notary, died at his residence in Clarendon-road, Leeds, on the 19th ult., in his sixty-eighth year, after a few hours' illness. Mr. Dibb was born in 1808, and was admitted a solicitor in 1829, when he joined the firm of Atkinson, Bolland, & Atkinson, of which he was at the time of his death the senior partner, being then associated with Mr. John William Atkinson (the clerk of lieutenantancy for the West Riding) and with Mr. Richard Hale Braithwaite. Mr. Dibb was a notary public for Leeds and district, and a perpetual commissioner for the West Riding. He held the office of clerk to several of the hospitals and charities in the town of Leeds, and was steward of several Yorkshire manors. On the formation of the Leeds School Board, Mr. Dibb was appointed solicitor to that body, who derived the greatest assistance from his valuable advice and assiduous service. He was an active supporter of all charitable undertakings in the borough, being a member of the committee of the General Infirmary, to the re-building of which he largely contributed. Dur-

ing the cotton famine he took an active part in the raising of the contributions of the Leeds district. He was also one of the oldest members of the Leeds Philosophical Society, and one of the most active promoters of the Fine Arts Exhibition which was held there a few years ago. Mr. Dibb's politics were Conservative, and he had long been one of the leaders of the party in the town. From his zeal in all public matters and his courteous manners, Mr. Dibb was most popular with all classes. His death was painfully sudden. He had been engaged all day in his professional avocations, and returned home to dinner apparently in his usual health, but in the course of the evening he was attacked with apoplexy, which proved fatal before midnight. Mr. Dibb was married to the daughter of the late Mr. John Piper, of East Crag, Edinburgh, but he leaves no family. He was buried on the following Tuesday at St. George's Church, Leeds, and the funeral was attended by a large number of his friends and neighbours.

MR. THOMAS WILLIS WALKER.

Mr. Thomas Willis Walker, solicitor, of Upton-on-Severn, one of the oldest members of the profession in Worcester-shire, died at his residence, Bury-field, Upton-on-Severn, on the 11th inst., at the age of seventy-five. Mr. Walker was admitted a solicitor in 1821, and had been in practice at Upton for about fifty years. He was a commissioner for taking affidavits in Chancery, and (besides carrying on a very extensive private practice) he held an unusually large number of public offices in the town, being clerk to the county magistrates and the commissioners of land, property, and assessed taxes, clerk to the Upton Turnpike Trust, the Upton Highway Board, and Upton Board of Guardians, superintendent registrar, secretary to the Upton Savings Bank, and steward of the Manor of Upton. Mr. Walker was most assiduous in the discharge of his official duties, and he took the warmest interest in all matters affecting the welfare of the inhabitants of the town. His death has caused universal regret in the neighbourhood.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

At the usual weekly meeting of this society held on Tuesday last at the Law Institution the following question was discussed and decided in the negative—"Is an agreement that, in consideration that plaintiff will become tenant of a house, defendant will execute certain repairs and send certain furniture thereto within the 29 Car. 2, c. 3, s. 4?"

Appointments, &c.

Mr. JOSEPH ARCHER, of Alnwick, has been appointed Clerk to the Magistrates at Alnwick, in succession to the late Mr. William Dickson, of the same place. Mr. Archer has for some time acted as deputy clerk to the magistrates.

Mr. JOHN THOMAS BELK, solicitor, town clerk and clerk to the borough justices at Middlesbrough-on-Tees, has been appointed by the Local Government Board to be the Returning Officer in the Election of Guardians for the newly-formed Poor Law Union at Middlesbrough.

Mr. FREDERICK ALBERT BOSANQUET, barrister, has been appointed Junior Counsel to the Admiralty, in succession to Mr. James Olliff Griffiths, who has resigned the office on receiving a silk gown. Mr. Bosanquet is the fourth son of Mr. Samuel Richard Bosanquet, of Dingestow Court, chairman of quarter sessions for Monmouthshire, and a grand-nephew of the late Mr. Justice Bosanquet. He was born in 1837, and educated at Eton, and he was for some time a Fellow of King's College, Cambridge, where he graduated as a senior optime, and first class in the classical tripos in 1860. He was called to the bar at the Inner Temple in Trinity Term, 1863, having in the previous month obtained a certificate of honour. Mr. Bosanquet practises on the Oxford Circuit and Stafford-

shire Sessions, and is the author (jointly with the late Mr. J. G. T. Darby) of a work on "The Statutes of Limitations."

Mr. WILLIAM CHUBB, solicitor (of the firm of Deane & Chubb), of 14, South-square, Gray's-inn, has been appointed a Commissioner in England to administer Oaths and to take Affidavits in any cause depending, or hereafter to be depending, in the Supreme Court of Western Australia, and to take and receive the Acknowledgments of Deeds to be executed by Married Women for the said Colony.

Mr. WORTHINGTON EVANS, solicitor (of the firm of Worthington Evans & Cook), of 72, Coleman-street, Wood-street, Spitalfields, has been appointed a Commissioner in England to Take Bail and Affidavits, and also to Examine Witnesses in all actions or proceedings in the Supreme Court of Queensland.

Mr. CHARLES WILLIAM MOORE, solicitor, of Tewkesbury, has been appointed a Magistrate for that borough. Mr. Moore, who was admitted in 1838, is the oldest practitioner in Tewkesbury, and holds the following appointments:—clerk to the county magistrates and to the commissioners of taxes for the county and borough, coroner of Tewkesbury, and clerk to the Charity Trustees. He is in partnership with his brother, Mr. Frederick Moore (the high bailiff of the county court, clerk to Longdon Drainage Board and Terrett's Trustees), and with Mr. Churchill Romney.

Mr. JAMES NIGHTINGALE, solicitor, of Reigate, has been elected Clerk to the Reigate Burial Board, at a salary of £50 per annum, in the place of the late Mr. James Nichols.

Mr. GEORGE HENRY PAGE, solicitor, of Hay, has been appointed Registrar of the Hay County Court (Circuit No. 28) in the place of Mr. Edward Williams, of Taigarth, who has resigned the office. Mr. Page was admitted a solicitor in 1865. He is deputy coroner for Radnorshire, and clerk to the magistrates for the Bredwardine division of Herefordshire.

NEW COMMISSIONERS FOR TAKING AFFIDAVITS.

Mr. ALFRED AINLEY, Huddersfield (Queen's Bench).

Mr. FREDERICK BURCHER (of the firm of Saunders & Burcher), Kidderminster (Queen's Bench).

Mr. JOHN PERRY GODFREY, 6, South-square, Gray's-inn, (Chancery).

Mr. GEORGE BUCK MEACHEN, Beccles (all the courts of common law).

Courts.

QUEEN'S BENCH.

(Before COCKBURN, C.J., QUAIN and FIELD, JJ.)

June 11.—*In re Clements.*

Application to be examined.

Sir Henry James, Q.C., moved for a rule to direct the Incorporated Law Society to permit Mr. Thomas Boon Clements to submit himself for examination at the Final Examination. He stated that after passing the Intermediate Examination in 1870 Mr. Clements' name was placed on the list for the Final Examination in April, 1872, but instead of his appearing at that examination a person of the name of Ayre submitted himself for examination as Mr. Clements. The matter came to the knowledge of the examiners, and was brought before the court, by whom it was referred to one of the masters, who found that Mr. Clements was cognizant of the personation by Ayre. Ayre was afterwards struck off the rolls (see 16 S. J. 633). In 1873 Mr. Clements applied for permission to present himself for examination, which was refused (17 S. J. 651). In 1874 the application was again renewed and again rejected (18 S. J. 608), the court declining to specify any time at which the application might be renewed. He urged that the offence was committed in March, 1872; Mr. Clements cannot be examined until Michaelmas Term, when some three years will have elapsed. The punishment he has received has been one of the heaviest description. If he had been told in 1873 that he would never be admitted, or that many years must elapse before he

could be admitted, he would have sought some other occupation. He had affidavits speaking of his conduct in the highest possible terms.

Murray, for the Incorporated Law Society, submitted that the time had not yet arrived for admitting Mr. Clements for examination. He dwelt upon the seriousness of the offence. Mr. Justice Mellor on a former occasion had laid down the rule that when an attorney applies to be re-admitted, or a clerk applies to be examined, the court ought to be put in possession of evidence sufficiently clear and satisfactory as to his conduct during the period of exclusion. He contended that the affidavits were not satisfactory. Moreover, the rules prescribed that when a clerk applied to be examined he must give a term's notice. Now Mr. Clements had only given the examiners three days' notice. [COCKBURN, C.J.—That would be a reason under any circumstances for postponing the decision of the matter until November.] The application could not be entertained in the middle of June on three days' notice.

COCKBURN, C.J.—We are all agreed that sufficient time has not elapsed to satisfy what of punishment and warning to others conduct of this kind, at once so dishonourable and so audacious, necessarily ought to carry with it. I do not wish to state anything more with reference to the thing itself but to say that our view is that the penalty ought to carry with it warning and example. I do not think anything short of exclusion for five years would do. I do not say, that, unless complete and satisfactory proofs of honourable conduct in the interval are afforded, that period ought to suffice, but I say nothing short of five years' exclusion in my opinion is sufficient on the present occasion.

Sir H. James.—I am sure your lordships will not think I am saying a word against the decision, but in saying five years, to guide the course Mr. Clements will pursue with reference to dates, from what date is the five years to be taken? The offence was committed in March, 1872. By committing that offence, of course he was prevented from going up for examination.

COCKBURN, C.J.—When would he have gone up for examination?

Sir H. James.—March, 1872.

COCKBURN, C.J.—Then the five years will commence from the date when he would have gone up for examination, and it must be understood that no pledge is given. It will depend on what is brought before us. All I can say is that it ought not to be for a shorter period.

FIELD, J.—And ample notice should be given to enable the Law Society to make proper inquiries.

Parliament and Legislation.

HOUSE OF LORDS.

June 17.—ARTISANS' DWELLINGS.

This Bill was read a third time.

June 18.—MATRIMONIAL CAUSES AND MARRIAGE LAW (IRELAND).

This Bill was withdrawn.

MUNICIPAL ELECTIONS.

This Bill passed through committee.

BISHOPRIC OF ST. ALBANS.

This Bill passed through committee.

METALLIFEROUS MINES.

This Bill passed through committee.

METROPOLITAN POLICE (SURGEON, CLERK, &c., SUPER-ANNUATION).

This Bill passed through committee.

INTESTATES' WIDOWS AND CHILDREN ACT EXTENSION.

This Bill passed through committee.

June 21.—CHELSEA HOSPITAL (LANDS).

This Bill was read a second time.

SUPERANNUATION.

This Bill was read a third time.

INTESTATES' WIDOWS AND CHILDREN ACT EXTENSION.

This Bill was read a third time.

June 22.—ENDOWED SCHOOLS ACT (1868) CONTINUANCE.

This Bill was read a second time.

GLEBE LOAN (IRELAND).

This Bill was read a second time.

RAILWAY COMPANIES.

This Bill was read a second time.

CHELSEA HOSPITAL (LANDS).

This Bill went through committee.

MUNICIPAL ELECTIONS.

This Bill was read a third time.

BISHOPRIC OF ST. ALBANS.

This Bill was read a third time.

METALLIFEROUS MINES.

This Bill was read a third time.

REGISTRATION OF TRADE MARKS.

The LORD CHANCELLOR, in introducing a Bill for the registration of trade marks, said that it had become necessary owing to the great difficulty experienced by British subjects in enforcing their trade marks in foreign countries, because they were unable to show that those trade marks had been registered in this country.—The Bill was read a first time.

June 24.—CANADA COPYRIGHT.

The Earl of CARNARVON, in moving the second reading of this Bill, said it did two things. In the first place, it affirmed the principle that copyright in England should carry copyright in Canada. But it did so on one condition—that the work should be reprinted and republished, and registered in Canada. The Bill further provided that Canadian reprints of English copyright books should not be allowed to re-enter England. It was the intention of her Majesty's Government to issue a Royal commission to deal with all the questions in connection with the subject of colonial copyright.—The Bill was read a second time.

SURVEY (GREAT BRITAIN) ACTS CONTINUANCE.

This Bill was read a second time.

POLLUTION OF RIVERS.

On the order of the day for going into committee on this Bill, the Marquis of SALISBURY said that the consideration of the state of business had led him to the conviction that no measure of great complication could be submitted to the House of Commons at the present moment with any chance of passing into law. It became, under those circumstances, necessary for the Government to consider whether they would reduce the Bill by mutilating its proportions or withdraw it altogether. The first subject with which the Bill dealt was the question of keeping solid pollution out of rivers, and upon that point he found that very little difference of opinion existed, and that persons in all parts of the country were strongly in favour of having that portion of the measure proceeded with. He hoped, even at this period of the session, that that was a provision which would be placed on the Statute Book. The next question was that of sewage. He hoped Parliament would not find the provisions of the Bill under that head too complicated to prevent their becoming law this session. But the real crux of the question was how to deal with the mining and manufacturing interests, and he did not intend to press his proposals on this head further.

ENDOWED SCHOOLS ACT (1868) CONTINUANCE.

This Bill passed through committee.

GLEBE LOAN (IRELAND).

This Bill passed through committee.

RAILWAY COMPANIES.

This Bill passed through committee.

HOUSE OF COMMONS.

June 17.—NORWICH ELECTION.

The ATTORNEY-GENERAL moved that an address be presented to her Majesty for the appointment of a commission, consisting of Mr. Morgan Howard, Q.C., Mr. M'Mahon, and Mr. G. P. Goldney, to inquire as to the extensive prevalence of corrupt practices at the last election for the city of Norwich.

MERCHANT SHIPPING ACTS AMENDMENT.

The House went into committee on this Bill.

Clauses 1 to 4 were agreed to.

Clauses 5 and 6 were postponed.

Clauses 7 and 8 were agreed to.

JURIES (IRELAND).

This Bill was read a second time.

June 18.—MERCHANT SHIPPING ACTS AMENDMENT.

The consideration of this Bill was resumed in committee.

Clause 9 was struck out.

Clause 10 was agreed to.

On clause 11, page 6, after sub-section 10, Mr. NORWOOD moved to insert:—"11. In cases where any seaman shall refuse or neglect to receive his wages it shall be lawful for the master or owner to deposit the same with the superintendent, and in any legal proceedings thereafter brought by such seaman he shall not recover costs unless the amount awarded exceeds the sum deposited with the said superintendent."—The amendment was agreed to, and the clause, as amended, was ordered to stand part of the Bill.

On clause 12 (charges against officers), Mr. SHAW-LEFEVRE moved, page 6, line 12, to insert after "gross" the words "neglect of duty." Certificates were sometimes suspended simply on account of errors of judgment. That, he thought, was rather hard, but it was a different thing in cases of gross neglect of duty, which ought to be provided for.—Mr. CHARLEY moved in clause 12, page 6, line 13, after "England" to insert "any local court of admiralty jurisdiction or."—The amendments were agreed to.

JURIES (IRELAND).

This Bill passed through committee.

INFANTICIDE.

The House went into committee on this Bill, but progress was immediately reported.

PHARMACY.

This Bill was read a second time.

June 21.—MERCHANT SHIPPING ACTS AMENDMENT.

The House again went into committee on this Bill.

On clause 6, Mr. HAMOND moved the insertion of the following words after the word "cancelled" in line 9 of the clause—"Or if it" (the court) "thinks fit, qualify such order by directing that the defendant may, at the expiration of a certain time to be then and there specified, apply to be examined for a certificate of the same class as that cancelled, or may direct a certificate of a lower grade to be there named to be substituted for that so cancelled."—Mr. E. SMITH moved the omission of the words "to be examined."—This was agreed to, and the amendment, as amended, was added to the Bill.

Clauses up to 20 were agreed to.

On clause 20, Mr. CHILDERS moved, line 53, after the word "dominion," to insert the words "except in a British possession, in which the law may otherwise provide."—The amendment was agreed to.

Mr. HERSHELL moved, in line 40, after the word "arrest," to insert the words, "in case the person arrested accepts the sum so imposed as a penalty."—The amendment was agreed to.

STATUTE LAW REVISION.

This Bill was read a second time.

JURIES (IRELAND).

This Bill was read a third time and passed.

PACIFIC ISLANDERS' PROTECTION.

This Bill was read a second time.

PARLIAMENT OF CANADA.

This Bill was read a second time.

ECCLESIASTICAL COMMISSIONERS (FEN CHAPELS).

This Bill passed through committee.

MEDICAL ACTS AMENDMENT (COLLEGE OF SURGEONS).

This Bill was read a third time and passed.

POOR LAW.

Mr. SCLATER-BOOTH introduced a Bill to make better provision for the arrangement of divided parishes and other local areas, and to make sundry amendments of the poor law in England.

June 22.—FRIENDLY SOCIETIES.

On consideration of amendments in this Bill, the CHANCELLOR of the EXCHEQUER moved to insert in clause 4 "Industrial Assurance Company" means any company, as defined by the Life Assurance Companies Act, 1870, which grants assurances on any one life for a less sum than £20, and which receives premiums or contributions in Great

Britain or Ireland by means of collectors at less periodical intervals than two months."—The words were inserted.

The CHANCELLOR of the EXCHEQUER moved the omission of a proviso which had been introduced in the Bill at an earlier stage, to the effect that the names of the auditors should be published in the lodge or board-room of any society three months before the period of the audit.—The amendment was agreed to.

Mr. W. HOLMS moved an amendment to clause 30 with the object of placing all societies which receive contributions by means of collectors in the same position with other societies in regard to transfer.—The amendment was agreed to.

June 23.—CONTAGIOUS DISEASES ACTS.

Sir H. JOHNSTONE moved the second reading of the Contagious Diseases Act's Repeal Bill.—Colonel ALEXANDER moved its rejection. After some debate, the Bill was rejected by 308 to 123.

GREEN LANDS CORPORATE BODIES (IRELAND).

This Bill was read a second time.

June 24.—AGRICULTURAL HOLDINGS (ENGLAND).

Mr. DISRAELI, in moving the second reading of this Bill, described its provisions at some length. He said that, in adopting the letting value as the basis of compensation, the Government were chiefly influenced by a desire to guard the interests of the remainder-man, because it would be quite possible for a tenant for life to agree with a speculative occupier to make great improvements under the first class which might, in fact, add nothing to the letting value of the farm, and the remainder-man when he entered into his right might find that, without receiving any return for these great improvements, he was bound and embarrassed by engagements to a considerable amount in consequence of the conduct of his predecessor. By taking the letting value as the basis of compensation, however, there was a check which prevented such a combination of destructive circumstances with regard to improvements under the first class. Having taken the letting value as the basis of compensation in the first conception of the Bill, they were afterwards induced to take it, not merely as affording protection to the remainder-man, but, on the whole, as one on which compensation might fairly rest. They were the more induced to do that from the fact that in the Irish Act the same principle had been adopted. At the same time there was a great deal to be said in favour of the other view—namely, that the basis of compensation should be the sum, out and out, which the tenant has expended on improvements. The letting value was to a certain degree fallacious. It may be very much increased by other circumstances than the skill and capital of the tenant—for instance, by the construction of a railroad or the development of some contiguous urban population. On the whole, after all the representations sent from different parts of the country, and after a mature consideration of the subject, he was inclined to believe it would be better to make the basis of compensation dependent upon the absolute expenditure of the tenant rather than upon the letting value of his farm. He therefore would say that the tenant's compensation shall be the sum laid out by him in improvements, with a deduction of one-twentieth or one-seventh, according to class for each year that the tenancy endures after the outlay is made; and if the House agreed to the second reading of the Bill, he would take the earliest opportunity of moving that it be committed *pro forma* in order to have it reprinted with the amendment which he had indicated.—Mr. KNATCHBULL-HUGESSEN spoke against permissive legislation.—Mr. CHAPLIN thought the Bill was a judicious attempt at legislation. He approved of Mr. Disraeli's amendment with respect to the measure of compensation, but he objected to the extension of the notice to quit from six months to twelve months. If the Bill were a good Bill additional security was wholly unnecessary; if it were a bad Bill, the additional security was not nearly sufficient. Six months' notice to quit had always been the custom in the county of Lincoln, and it had been found to answer remarkably well. The effect of extending the notice to quit to twelve months would be that the farm, in ninety-nine cases out of a hundred, would be left in a condition from which it could not recover for two or three, or even three or four years.—Mr. LOWE thought that the effect of the Bill would be a general rise of rents.—Mr. PELL thought the Bill was satisfactory to the tenants.—Mr. M'COMBIE termed the Bill an innocent Bill, which gave nothing and took nothing away.—

Colonel BRISE supported the Bill.—Sir G. CAMPBELL moved an amendment declaring that the relations between landlord and tenant cannot be satisfactorily settled except by giving compensation for improvements by money payments or by a lease of sufficient duration.—Mr. HENLEY said the Government had done well in bringing in this Bill, of which he approved.—Sir T. ACKLAND condemned the Bill.—Mr. WARD HUNT defended the Bill.—Lord G. CAVENDISH thought that the Bill would lead to disappearance of the small holders and occupiers.—Mr. DAVIES, as landlord, intended to abide by the Bill.—Sir W. BARTHELOT pointed out that the interest of the incoming tenant had been entirely neglected.—The Marquis of HARTINGTON said that since the letting value will be retained as a limitation of the compensation which in certain cases the tenant may obtain, the effect of the alteration announced was that the tenant is in no case to have what he had a reasonable right to expect from the Bill as it came from the House of Lords; that is to say, that within certain limits, he would be entitled to a share in the increased letting value of the holding which had been effected partly by his own exertions. That was what the tenant was entitled to expect from the Bill as it came from the House of Lords; it was not what he got as the Bill was amended. Under the Bill as amended he would get nothing at all unless the letting value was increased; the tenant was to have all the risk and none of the advantages of the speculation. If the speculation failed, under the Bill as amended the tenant was to lose all his money; if it succeeded, he was to obtain only such portion as the value might think expedient. He had not seen a landlord who had informed him that it was his intention to abide by the provisions of the Bill. He urged the Government to let the Bill stand over until next session, as the subject had not been fully considered.—After a reply by Mr. DISRAELI, the amendment was withdrawn, and the Bill was read a second time.

ARTISANS' DWELLINGS.

The Lords' amendments to this Bill were considered and agreed to.

FRIENDLY SOCIETIES.

This Bill was read a third time and passed.

GLEBE LANDS CORPORATE BODIES (IRELAND).

This Bill passed through committee.

ECCLIASTICAL COMMISSIONERS (FEN CHAPELS).

This Bill was read a third time.

MATNOTH COLLEGE.

This Bill was withdrawn.

FISHERIES.

Mr. COLLINS introduced a Bill to make better provision for the encouragement and regulation of the coast and deep-sea fisheries.

THE OLD TIMES AND THE NEW.

THE interesting address given by Mr. Daniel, Q.C., judge of county courts, to the Bradford Law Students' Society, reported *ante*, p. 458, has been published in full. In the following sentences Mr. Daniel contrasts the former state of things, as regards attorneys and articled clerks, with the present:—"I am not old enough or stupid enough to forget that I was once an articled clerk myself—I was articled on the 16th of March, 1822—and served my articles so as to have entitled myself to admission as an attorney and solicitor, and I can look back, I am happy to say, upon those days not without some satisfaction. Times, however, are very much changed since then, and, as far as educational arrangements are concerned, the changes are greatly in favour of the articled clerks of the present day. During the period of my clerkship there was no preliminary, no intermediate, no final examination, no examination at all. The fact of service for the stipulated period, duly certified by the master, was all that was required for admission (except, of course, the stamp duties and premiums). The efficiency of a clerk depended almost entirely upon himself. If he was diligent and familiarized himself with the routine of the office, and showed a capacity for business and a willingness to work, he had opportunities of acquiring a sufficient knowledge of his profession to enter upon its duties with advantage to himself, and probably to his clients—but under such a system it could hardly be expected that professional zeal would be expansive or progressive—of course there would

be occasional, and we may hope not unfrequent, exceptions. . . . I would desire to speak gratefully of my old master, who is still living, and, at the age of nearly ninety years, is enjoying the garnered fruit of a long, successful, and honourable professional career. I feel, however, that, considering the changes that have since taken place in our professional practice and usage, to detail to you my actual experiences would be of little use. Accountants and estate agents and land surveyors had not fifty years ago dispossessed attorneys and solicitors of that portion of the old professional domain which those classes now almost exclusively enjoy. My old master was the agent of several large landed proprietors, and he was a good practical farmer as well as a skilled conveyancer. He saw to the occupation of the farms himself, and understood all about their proper management, and it was a holiday for his articled clerk to go with him and walk over the fields with the estate book in hand, note the proper rotation of crops, see that the hedges were properly cut and plashed, ditches properly cleaned, drain pipes properly laid, tenant's repairs of gates, fences, roads, and buildings properly done. If a tradesman was in difficulties, and his affairs had to be investigated, and accounts prepared to be submitted to creditors; all this was done in the office by the accountant clerk, and the articled clerk had the opportunity of assisting him, and thus becoming acquainted with the irregularities and defects and sometimes worse qualities of book-keeping; but he had no experience of making up accounts to give a false colour to confiding creditors; professional honour was a sufficient guarantee for accuracy, as far as accuracy could be attained by searching and honest investigation. There were no law stationers at hand or easily accessible. Deeds by scores were engrossed in the office, and the articled clerk filled some scores of skins of parchment with his own handwriting—in short, the articled clerk, if willing, had the opportunity of taking his part in all the labour of the office—and thus, by making himself useful and his services valuable to his employer, was enabled to acquire an amount of practical knowledge which books or lectures alone or together never could or can impart. Now, although doubtless the routine of a solicitor's office has very much changed from what my experience of it was fifty years ago, yet I dare say, in some other form adapted to present practice and usages, equal advantages are open to the articled clerk who is willing to avail himself of them, and my earnest advice to you all is, to begin by turning these advantages to the best account. The lawyer's office is to the young law student what the dissecting-room is to the surgical student; the compounding of drugs and making up prescriptions to the medical student; what the forge is to the mechanical engineer. It may by some be set down as drudgery and little thought of, and perhaps despised, accordingly, but depend upon it this familiar acquaintance with the duties of practice is the concrete foundation upon which the superstructure of future acquisitions is to be reared. But mind you, it is only the foundation, it is neither useful nor ornamental in itself; it is useful only as a means to an end—that end the use you make of it. That use is, its being made the means of acquiring accurate knowledge of your profession as a science. For this acquisition let me remind you that you possess advantages of which articled clerks of my day knew nothing. The first and great advantage that you possess is, that the acquisition of a scientific knowledge of your profession is compulsory on you; on us, in former days, it was voluntary; with you it is becoming, and to a certain extent has become, systematic; we had no guide or compass beyond our own tastes or inclinations by which to direct our course of reading. The compulsory examinations, which have now existed for thirty-six years and upwards, in that branch of the profession to which you are aspiring to belong, have produced most beneficial results in raising the standard of professional character and conduct, which it must be your endeavour to emulate and excel."

It is stated that Edward C. Marshall, a son of Chief Justice Marshall, seventy years of age, is a clerk in the pension office at Washington, at a salary of \$1,200 dols. A very large majority, it is added, of the most distinguished judges of the United States have died poor and left their children to depend upon their own labour for support.

Legal Items.

At a recent coroner's inquest in Liverpool a note was received from a medical gentleman, the first paragraph of which stated that the writer had attended a certain person, and that "the result is death."

A Vienna telegram in the *Times* says that the solemn inauguration of the new International Court of Appeal in Alexandria is to be held on the 28th of this month. With the exception of France all the Great Powers have named their representatives for the Court of Appeal.

The Whewell International Law Scholarships have been adjudged as follows:—First Scholar—A. W. Verrall, B.A., Fellow of Trinity College; Second Scholar—R. J. Griffiths, B. A., St. John's College; *Proximo accessit*—W. Wills, B.A., St. John's College.

The visiting committee of the Richmond County (N.Y.) institutions report that at the county gaol the "dietary arrangements are, and have been for a long time, such that the gaol has become known as a pleasant 'boarding-house' where good board may be obtained free of expense to those who patronize it, and the public will pay the bills."

The town council of Kingston-on-Thames, on Wednesday last, elected Mr. Hardman, chairman of the Surrey Sessions, as recorder for the borough. The office (which is purely honorary) had, as we announced, already been conferred by the Home Secretary on Mr. Hardy, son of the Secretary of State for War, but the appointment was cancelled on the discovery that the right to nominate the recorder lay with the local authorities.

It is stated that a short time ago, by representing himself as clerk to Mr. Cohen, Q.C., some person obtained possession of that gentleman's silk robes, which he pledged, and considerably returned the duplicate for them. Mr. Justice Archibald has been also the victim of an audacious robbery. His lordship was on Tuesday sitting at Nisi Prius in the Court of Common Pleas. After he had concluded the business of the day he proceeded to the retiring-room, when, notwithstanding every search, neither his coat, vest, nor umbrella could be found, and the learned judge had to drive home in a cab, attired in his court coat and vest.

Mr. C. H. Hopwood, Q.C., M.P., writes to the *Times* to explain the notices of amendment to the Judicature Bill which he has placed on the paper. His object is to secure the coming into effect of every provision of the Judicature Act, 1873, except that part which forbids appeal to the House of Lords. He thinks that if the Court of Appeal as constituted by the Act of 1873 works well, and bids fair for efficiency in the future, appeals may become very rare to the House of Lords; and our Scotch and Irish fellow-countrymen may, if their national feelings be gratified by the concession (hitherto refused) of a representative of Scotland and of Ireland at all times on the court, withdraw their opposition and join in securing a truly Imperial Court of Appeal.

A correspondent, says the *Albany Law Journal*, calls our attention to some rather extraordinary and extra-judicial remarks made by Mr. Justice Daniels upon the recent trial in Buffalo of what was known as the "Indian case." The defendant, Jones, was indicted for manslaughter in killing an Indian woman. "The evidence on the part of the people, as to whether the blows given by the prisoner produced death, was," our correspondent says, "doubtful and unreliable," while the prisoner's counsel called two eminent physicians who testified that from a description of the wounds, &c., death could not have been the result of the blows. In his charge Judge Daniels laid down the following proposition: "It must be first determined whether any crime had been committed by the prisoner; if so, whether such crime was manslaughter in the second degree, manslaughter in the fourth degree, or simply assault and battery." The jury found the defendant guilty of assault and battery. Thereupon the judge, in passing sentence, said: "There is no doubt, Jones, but that the blows administered by you produced the death of Betsy Stevens. The jury, under the evidence, should have found you guilty of manslaughter in the second degree, and I am sorry they

did not do their duty. You have been convicted of assault and battery, and we have thought, under the circumstances, that the sentence should be as severe as possible. We sincerely regret, in the interests of public justice, that we cannot make your punishment much heavier."

Court Papers.

SUMMER ASSIZES.

The following is a complete list of the days and places appointed for holding the Summer Assizes, 1875:—

CIRCUIT OF THE PRINCIPALITY OF WALES AND COUNTY PALATINE OF CHESTER—COCKBURN, C.J., and Lord COLERIDGE, C.J.

North Wales—Chester, July 10; Mold, July 16; Ruthin, July 20; Beaumaris, July 23; Carnarvon, July 26; Dolgelly, July 29; Newtown, August 2.

South Wales—Presteign, July 16; Brecon, July 19; Carmarthen, July 22; Cardigan, July 26; Haverfordwest, July 31.

Glamorganshire—August 4 (Assize town to be fixed by Order in Council).

HOME CIRCUIT—KELLY, C.B., and BRETT, J.
Hertford, July 8; Chelmsford, July 12; Lewes, July 16; Maidstone, July 21; Croydon, July 28.

NORFOLK CIRCUIT—BRANWELL, B., and MELLOR, J.
Aylesbury, July 12; Northampton, July 15; Leicesters, July 17; Oakham, July 22; Bedford, July 23; Huntingdon, July 27; Cambridge, July 29; Bury St. Edmunds, August 2; Norwich, August 5.

WESTERN CIRCUIT—BLACKBURN, J., and QUAIN, J.
Winchester, July 7; Salisbury, July 14; Dorchester, July 19; Exeter, July 22; Bodmin, July 29; Wells, August 3; Bristol, August 9.

OXFORD CIRCUIT—GROVE, J., and POLLOCK, B.
Reading, July 7; Oxford, July 10; Worcester, July 14; Stafford, July 19; Shrewsbury, July 27; Hereford, July 30; Monmouth, August 3; Gloucester, August 9.

NORTHERN CIRCUIT—ARCHIBALD, J., and HUDDLESTON, B.
Appleby, July 3; Darham, July 6; Newcastle, July 14; Carlisle, July 20; Lancaster, July 24; Manchester, July 28; Liverpool, August 7.

MIDLAND CIRCUIT—FIELD, J., and LINDLEY, J.
Warwick, July 7; Derby, July 13; Nottingham, July 17; Lincoln, July 22; York, July 27; Leeds, August 3.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

3 per Cent. Consols, 93½ x d	Annuities, April, '81, 9½
Ditto for Account, July, 93½	Do. (Red Sea T.), Aug. 1868
3 per Cent. Reduced, 93½	Ex Bills, £1000, 2½ per Ct. 2 pm
New 3 per Cent., 93½	Ditto, £500, Do 2 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 2 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year), 200
Annuities, Jan. '80—	Ditto or Account.

RAILWAY STOCK.

Railways.	Paid.	Closing Price.
Stock Bristol and Exeter	100	117
Stock Caledonian	100	107
Stock Glasgow and South-Western	100	109
Stock Great Eastern Ordinary Stock	100	45½
Stock Great Northern	100	141½
Stock Do., A Stock	100	160½
Stock Great Southern and Western of Ireland	100	109
Stock Great Western—Original	100	113½
Stock Lancashire and Yorkshire	100	142
Stock London, Brighton, and South Coast	100	110
Stock London, Chatham, and Dover	100	122½
Stock London and North-Western	100	148½
Stock London and South Western	100	118
Stock Manchester, Sheffield, and Lincoln	100	73½
Stock Metropolitan	100	87½
Stock Do., District	100	35½
Stock Midland	100	142½
Stock North British	100	88½
Stock North Eastern	100	171½
Stock North London	100	1.6
Stock North Staffordshire	100	73
Stock South Devon	100	61
Stock South-Eastern	100	119½

MONEY MARKET AND CITY INTELLIGENCE.

The proportion of reserve to liabilities has fallen from 46½ per cent. last week to 43 per cent. this week. The railway market at the close of last week and commencement of the present week was firm, but since Wednesday it has been rather dull. North-Western stock was depressed on Tuesday owing to the decision in the Wigan accident case. The foreign market was very inactive at the close of last week. On Wednesday there was some excitement, but on Thursday it was quieter. Consols closed on that day at 93½ to ¾ for money, and 93½ for the account.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. FAREBROTHER, CLARKE, & Co.
Berks (near Kintbury Station)—The freehold manorial estate known as Barton Court, comprising mansion and 2,473a. 1r. 2p.—sold for £120,000. Solicitors: Messrs. Domville, Lawrence, & Graham, 6, New-square, Lincoln's-inn, W.C.
Southwark, Henry-street—The premises called Spratt's Patent Dog Biscuit Manufactory, with 13 cottages in Griffiths's-rents—sold for £11,300. Solicitors: Messrs. Abbott, Jenkins, & Abbott, 8, New-inn, Strand, W.C.

By Messrs. CHINNOCK, GALSWORDY, & Co.
Gloucester, near Winchcombe—The Charlton Abbots Estate of 1,277a. 3r. 12p., with the advowson and manor, freehold, sold for £32,000.
Surrey, Haslemere—Lower Comeswell Farm, containing 27a. 0r. 27p.—sold for £1,500; Little Stodley Farm, containing 68a. 2r. 5p.—sold for £3,550.
Lissen-grove—Improved Ground-rent of £30 15s. per annum, term 45 years—sold for £455. Solicitors: Thompson & Groom; T. M. Downham.

St. John's-wood—The reversion of Nos. 1 and 2, Blenheim-place, life aged 79 years—sold for £1,050.
Hackney—The reversion to an improved rental of £88 per annum, life aged 79 years—sold for £200. Solicitor: J. H. Mackenzie.

By Messrs. DRIVER.
Sussex, near Chichester—The residence known as Chilgrove, and 106a. 3r. 19p., freehold—sold for £12,500. Solicitors: Paterson, Snow, & Burney.

BIRTHS AND DEATHS.

BIRTHS.

MANLEY—June 21, at The Grove, Bridport, the wife of W. H. Manley, solicitor, of a daughter.
MORRIS—June 23, at 4, Bedford-place, Russell-square, W.C., the wife of Francis Wyld Morris, solicitor, of a son.
PITCAIRN—June 21, at Alport, the wife of David Pitcairn, of Lincoln's-inn, barrister-at-law, of a son.
TANNER—June 20, at Wimborne Minster, Dorset, the wife of Frank H. Tanner, solicitor, of a daughter.
WHITWORTH—June 17, at 3, Essex-villas, Kensington, the wife of W. Whitworth, of Lincoln's-inn, of a son.

DEATHS.

HANSON—June 18, at 16, Campden-hill-gardens, Kensington, Elizabeth Burnet, the wife of Edward P. C. Hanson, of Lincoln's-inn, barrister-at-law, aged 26.
HODGSON—June 17, at Thornhill House, Handsworth, Birmingham, after a lingering illness, Eliza, wife of T. R. T. Hodgson, clerk of the peace for the borough of Birmingham.
VALLANCE—June 18, Elizabeth, the wife of John Vallance, of 20, Essex-street, Strand.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, June 18, 1875.

LIMITED IN CHANCERY.

Acklom's Refrigerating Wagon Company, Limited.—Petition for winding up, presented June 14, directed to be heard before the M.R. on June 26. Lowless and Co, Martin's lane, Cannon st, solicitors for the petitioners.
Bradford West End Mill Company, Limited.—By an order made by V.C. Hall, dated June 11, it was ordered that the above company be wound up. Sykes, St Swithin's lane, agent for Watson and Dickons, Bradford, solicitors for the petitioners.
Dartmoor Granite Company, Limited.—Petition for winding up, presented June 10, directed to be heard before the M.R. on June 26. Cover, Great Winchester street, solicitor for the petitioners.
Indestructible Paint Company, Limited.—Petition for winding up, presented June 16, directed to be heard before V.C. Hall on July 2. Aice and Co, Parish st, St John's, Southwark, solicitors for the petitioners.

Leicestershire and North of England Fire Insurance Company, Limited.—The M.R. has, by an order dated April 27, appointed Arthur Heald, Moorgate st, to be official liquidator. Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, July 30, at 12, is appointed for hearing and adjudicating upon the debts and claims.

New Amicable Life Assurance Company, Limited.—Petition for winding up, presented June 16, directed to be heard before the M.R. on June 26. Peacock, Lime st, solicitor for the petitioners.

Phoenix Bessemer Steel Company, Limited.—Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to Andrew Macrodie and Jarvis William Barber, Alliance chambers, George st, Sheffield.

Swiss Times Company, Limited.—Creditors are required, on or before July 26, to send their names and addresses, and the particulars of their debts or claims, to the liquidators, care of C. C. Ellis and Co, St Swithin's lane. Monday, August 9, at 11, is appointed for hearing and adjudicating upon the said claims.

West Hartlepool Iron Company, Limited.—Petition for winding up, presented June 17, directed to be heard before V.C. Hall, on June 26. Shum and Co, King's rd, Bedford row, agents for Turnbull, West Hartlepool, solicitor for the petitioners.

TUESDAY, June 23, 1875.

LIMITED IN CHANCERY.

Air Gas Light Company, Limited.—By an order made by V.C. Hall, dated June 11, it was ordered that the above company be wound up. Clark and Scoles, King st, Cheap-side, solicitors for the petitioners.
Hackney Newspaper Company, Limited.—Petition for winding up, presented June 14, directed to be heard before the M.R. on June 26. Walter and Co, St Benet's place, Gracechurch st, solicitors for the petitioners.

Town Manure Company, Limited.—Petition for winding up, presented June 19, directed to be heard before V.C. Malins on July 2. Tamlin, Old Burlington st, solicitor for the petitioners.

Oakwell Collieries, Limited.—V.C. Hall has, by an order dated June 10, appointed James Waddell, Queen Victoria st, and John Hunter, Moorgate st, to be provisional liquidators.

Phoenix Bessemer Steel Company, Limited.—By an order made by the M.R., dated June 12, it was ordered that the voluntary winding up of the above company be continued. Pilgrim and Phillips, Oaroch court, Lothbury, agents for Watson and Esam, Sheffield, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, June 18, 1875.

Clarence yard Sick Society, Clarence yard, Bolton, Lancashire. June 8

Lamb Friendly Society, Lamb Inn, Winkton, Hants. June 15

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 18, 1875.

Edgson, John, Anna Bailey, Mary South, Henry Edgson, and Robert Ephraim Edgson, Bucks. July 26. Edgson v Woodbridge, V.C. Hall.
Browning, William, Bartholomew close, Merchant. July 17. Browning v Browning, M.R. Fisher. Essex st, Strand.
Cook, James, Dalton lane, Gent. July 26. Cook v Cook, V.C. Hall.
Cover, Great Winchester st.
Farquhar, James, Roigate, Surrey. Esq. July 26. Farquhar v Farquhar, V.C. Malins. Sladen, Delahay st, Westminster.
Harding, Francis Pym, Sackville st, Piccadilly. Esq. July 5. Harding v Harding, V.C. Hall. Gosling, Spring gardens.
Naylor, Henry, Bristol, Gent. July 13. Greenwood v Smith, V.C. Bacon. Livett, Bristol.
Porter, Georgianna, Adelaide rd, St John's wood. July 15. Porter v Porter, V.C. Hall. Pileley, Bedford row.
Price, Thomas, Thresham Farm, Monmouth, Farmer. July 15. Eyre v Jones, V.C. Malins. Rutcliffe, Adam st, Adolphus.
Stewart, William Drummond, Barr st, St James, Esq. July 20. Pringle v Spott, M.R. Webster, Essex st, Strand.
Tattersfield, George Crowther, Kilpin Hill, York, Woollen Manufacturer. July 21. Tattersfield v Firch, V.C. Hall. Chadwick and Sons, Dawbury.

Creditors under 22 & 23 Vict. cap. 85.

Last Day of Claim.

FRIDAY, June 18, 1875.

Allen, John, New Mills, Derby, Innkeeper. Aug 2. Johnson, Stockton Allison, Ann, Cleethorpes, Lincoln. Sept 1. Toynbee and Larkson, Lincoln.
Attwood, Charles, Wolsingham, Durham, Ironmaster. July 31. Tillaard and Co, Old Jerry.
Brassily, Louis Martin, Brass Finisher, College st, Lambeth. July 30.
Dain, Great James st, Westminster.
Comyns, Richard, Harling, Arlington st, Camden town, Esq. July 31. Harrison and Co, Bedford row.
Dring, Horatio, Kingston-upon-Hull, Wine Merchant. Sept 1. Middlemiss and Pearce, Hull.
Duck, Thomas, Jamaica st, Stepney, Gent. July 17. Gregson, Angel court, Throgmorton st.
Devoin, Paul Armand, Norton, Durham, Iron Merchant. July 20.
Faber, Stockton-on-Tees.
Edwards, Henry, Woodbridge, Suffolk, Merchant. Aug 31. Wood Woodbridge.
Evans, David Peter, Belper, Derby, Surgeon. Sept 1. Robotham, Derby.
Griffe, James Thomas, Dorking, Surrey, Innkeeper. July 31. Down, Dorking.
Haines, Alfred, Chapter st, Westminster, Victualler. July 16. Crosla and Rowles, Southampton st, Bloomsbury.
Harrocks, Daniel, Liverpool, Gent. July 22. Gardner and Smith, Liverpool.
Hepper, John, Doncaster, York, Gent. July 24. Baxter and Co, Doncaster.
Labouchere, Mary Louisa, Dorking, Surrey. July 31. Tillaard and Co, Old Jerry.
Lambam, Thomas, Easton rd, Gent. July 24. Quilter, Fore st.
Mardon, James How, Graig, Monmouth, Captain 68th Reg. Aug 1. Matthews, Lincoln's inn fields.

Mackrow, Fanny, Great Grimsby, Lincoln. Sept 1. Middlemiss and
 Frances, Hull
 Maurice, Mortimer Bahe, Coton Hall Asylum, near Stafford, Mining
 Engineer. Aug 3. Sherratt, Wrexham
 McKean, Philip, Pembroke rd, South Kensington, Gent. July 1
 Gencotte and Co, Essex st, Strand
 McQueen, Sarah, Hemming's row, Charing cross. July 12. Somerville,
 Lincoln's inn fields
 Moss, Archer, Dagenham, Essex, Esq. July 8. Blewitt and Tyler,
 Broad st
 Newsam, Fowler, Stamford hill, Esq. July 15. Williams and James,
 Lincoln's inn fields
 Nibham, Martha, Thorpe, Norwich. Aug 1. Preston, Norwich
 Pichin, Thomas, Brighton, Sussex, Painter. Aug 1. Dixon, Brighton
 Peasman, Thomas, Walkern, Hertford, Farmer. July 31. Spence and
 Co, Hertford
 Picketing, Henry William, Blandford square, Esq. July 31. Jackson
 and Co, Chancery lane
 Rice, William, Far Cotton, Northampton, Farmer. July 31. Rice,
 Northampton
 Rowl, Eleanor, Leeds. Aug 2. Rider, Leeds
 South, Henry Bennett, Walkern, Hertford, Surgeon. July 20. Smith,
 Lincoln's inn fields
 Spencer, Lowther Leigh, Cambridge, Scholar. Aug 1. Western and
 Sons, Essex st, Strand
 Utting, William, Great Yarmouth, Norfolk, Boat Owner. July 14.
 Palmer, Great Yarmouth
 Waddington, Alexander, Glen court, Monmouth, Gent. July 20. Gus-
 tard, Ux
 Webster, Robert, otherwise Woolley, Liverpool, Carter. July 5.
 Hughes, Liverpool
 Willoughby, Edward Gardner, Tranmere, Cheshire, retired from
 business. Aug 1. Francis and Co, Liverpool
 Woodhatch, Frederick, Greenwich rd, Miller. July 10. Collins, Furni-
 va's inn, Holborn
 Wright, Henry, Spring grove, Isleworth, Gent. July 15. Curtis, Cloak
 lane, Cannon st
 Wright, Samuel, Walkern, Hertford, Malster. July 31. Spence and
 Co, Hertford
 Wyman, John, Fore st, Druggist. July 31. Broughton, Finsbury
 square

Bankrupts:

FRIDAY, June 18, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bober, William, Gutter lane, Licensed Victualler. Pet June 16. Roche.
 July 1 at 11.30
 Chippingdale, Henry, Seething lane, Corn Factor. Pet June 17. Pepps.
 July 1 at 12
 Leonard, St James's rd, Stone Merchant. Pet June 15. Pepps.
 June 29 at 11
 Howe, Henry, Staple inn, Holborn. Pet June 17. Pepps. July 2
 at 12

To Surrender in the Country.

Fox, Charles Frederick, Streton-under-Fosse, Warwick, Stonemason.
 Pet June 16. Macaulay, Leicester, June 29 at 11
 Laugher, Alfred Leaden, Redditch, Worcester, Fancy Case Maker.
 Pet June 14. Chandler, Birmingham, June 29 at 11
 Miller, Thomas McGregor, Huddersfield, York, Draper. Pet June 16.
 Jones, Jun, Huddersfield, June 30 at 11
 Sme, Salomon, Bristol. Pet June 16. Harley, Bristol, July 1 at 2
 Verity, John, Lowton, Pudsey, York, Woollen Draper. Pet June 15.
 Daniel, Bradford, July 6 at 9

TUESDAY, June 22, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Taylor, F, Milk st, Commission Agent. Pet June 17. Pepps.
 July 6 at 11

To Surrender in the Country.

Atkinson, Joseph, Prestwich, Lancashire, Boot Dealer. Pet June 19.
 Bolton, Salford, July 7 at 11
 Batchelor, William, and George Batchelor, Swansea, Glamorgan, Coal
 Dealers. Pet June 17. Jones, Swansea, July 3 at 12
 Chillingworth, U, Brighton, Sussex, Gent. Pet June 18. Ever-
 shed, Brighton, July 14 at 11
 Evans, William, Caerion-ultra-Ponten, Monmouth, Malster. Pet
 June 17. Roberts, Newport, July 6 at 11
 Baggerly, Michael, North Shields, Northumberland, Dealer in
 Draperies. Pet June 17. Mortimer, Newcastle, July 3 at 12
 Maud, William Pennington, Plymouth, Devon, Miller. Pet June 17.
 Edmonds, East Stonehouse, July 8 at 12
 Mils, Frederick, Manchester, Engineer. Pet June 19. Kay, Man-
 chester, July 9 at 9.30
 Norman, William Thomas, Fawkham, Kent, Farmer. Pet June 17.
 Acworth, Rochester, July 6 at 12
 Via Vint, Louis Howard rd, South Norwood, Builder. Pet June 18.
 Rowland, Croydon, July 6 at 11
 Whales, George Nathaniel Henry, and Arthur Cecil Cooper, Portsea,
 Hants, Auctioneers. Pet June 18. Howard, Portsmouth, July 16
 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, June 18, 1875.

Turner, Benjamin, Newcastle-upon-Tyne, Jeweller. June 13

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 18, 1875.

Andrews, Henry, Smallheath, near Birmingham, Licensed Victualler.
 June 30 at 3 at offices of Perry, Bennett's hill, Birmingham
 Ashman, Thomas Kathaniel, Bostel, Leather Merchant. June 30 at
 11.30 at offices of Barnard and Co, Albion chambers, Small st, Bristol.
 Beckingham, Bristol
 Austin, Daniel, Warlock rd, St Peter's park, Paddington, Builder.
 July 1 at 11 at offices of Denton and Co, Gray's inn square
 Bagley, William, Birmingham, Grocer. June 30 at 3 at offices of
 Jacques, Cherry st, Birmingham

Barlow, Robert, Preston, Lancashire, Grocer. June 30 at 3 at offices
 of Taylor, Lunc st, Preston
 Bedford, William Thomas, Halifax, York, Watch Maker. July 3 at 2 at
 the Men and Chickens Hotel, New st, Birmingham. Boocock,
 Halifax
 Bond, Edmund, Middlesbrough, York, Hairdresser. July 5 at 3 at
 Barker's Temperance Hotel, Bridge st west, Middlesbrough. Bain-
 bridge, Middlesbrough
 Burn, James, Birmingham, Barman. July 8 at 11 at offices of Smith,
 Temple st, Birmingham
 Chapman, Thomas, jun, Birmingham, Omnibus Proprietor. June 30
 at 12 at offices of Saunders and Bradbury, Temple row, Birmingham
 Culling, George, Aston, near Birmingham, Baker. June 29 at 3 at offices
 of Perry, Bennett's hill, Birmingham
 Comann, Joseph, Manchester, out of business. July 2 at 3 at offices
 of Burton, King st, Manchester
 Craig, John, Bolton, Lancashire, Draper. July 5 at 3 at offices of
 Rutter, Mawdaley st, Bolton
 Crisp, Nathaniel, Swallowfield, Berks, Surgeon. June 30 at 11 at
 offices of Beale and Martin, London st, Reading
 Dangell, Mary Ann, Freemantle, Hants. June 30 at 12 at offices
 of Burnett, High st, Southampton. Cresswell and Co. Southampton
 Davis, George Philip, Barway arches, Lambeth, Store Maker. July 7
 at 12 at offices of Berry and Bawa, Chancery lane
 Dawson, James, and Hamor Dawson, Leeds, Cloth Manufacturers.
 July 1 at 2 at offices of Simpson and Burrell, Albion st, Leeds
 Dodds, James, Manchester, Commission Agent. July 5 at 3 at offices
 of Leigh, Brown st, Manchester
 Dowling, William, Otway terrace, Westow hill, Norwood, Butcher.
 July 8 at 3 at offices of Neal, Pinner's Hall, Old Broad st
 Evans, James Richard, Hereford, Labourer. July 1 at 11 at offices of
 Arthy, St Owen's st, Hereford
 Flack, John, Hereford, Innkeeper. July 1 at 3 at offices of Corner,
 High Town, Hereford
 Furness, Thomas, Barrow-in-Furness, Baker. July 5 at 2 at the
 Victoria Hotel, Church st, Barrow-in-Furness. Jackson
 Green, Thomas, jun, Garforth, York, Grocer. July 1 at 12 at offices of
 Whiteley, Albion st, Leeds
 Hadfield, Thomas, Bolton, Lancashire, Joiner. July 1 at 3 at offices
 of Dutton, Acrefield, Bolton
 Haines, Joseph, Hunterhill, Somerset, Cattle Dealer. July 3 at 12 at
 offices of Brice and Balch, Victoria st, Barnham
 Hall, Henry Clifford, Rockbourne, Hants, Farmer. July 6 at 12 at
 the White Hart Hotel, Salisbury. Kilby, Southampton
 Hardy, Thomas, Swanland, York, Miller. June 23 at 3 at offices of
 Summers, Manor st, Kingston-upon-Hull
 Harman, Amalie Sophia, Upper James st, Golden square, Miller. July
 1 at 3 at offices of Lea, Old Jewry chambers
 Harris, Hillel, Birmingham, Merchant. July 1 at 11 at offices of
 Davis, Bennett's hill, Birmingham
 Hart, Solomon Jacob, and Eleazar Jacob Hart, Leicester, Cigar
 Manufacturers. July 1 at 12 at offices of Harvey, Cockington's walk,
 Leicester
 Heaton, William Lonsdale, Sheffield, Draper. July 1 at 12 at offices
 of Mellor, Bank st, Sheffield
 Hinchliffe, Joseph, Stocksbridge, York, Farmer. July 2 at 2 at offices
 of Burdett and Co, Norfolk st, Sheffield
 Jackson, William, Middlesbrough, York, Grocer. July 3 at 11 at
 Barker's Temperance Hotel, Bridge st west, Middlesbrough. Bain-
 bridge, Middlesbrough
 Jones, Margaret, South Shields, Durham, Hoiser. July 9 at 12 at
 offices of Greener, Grey st, Newcastle-upon-Tyne. Sowell, Newcastle-
 upon-Tyne
 Jones, Thomas, Brynmawr, Brecon, Bookseller. July 5 at 3 at the
 Griffin Hotel, Brynmawr. Jones, Abergavenny
 Jones, Thomas Boycott, Leominster, Hereford, Artificial Manure
 Merchant. June 28 at 3 at the Green Dragon Hotel, Hereford.
 Andrews, Leominster
 Jones, William, Newcastle-under-Lyme, Stafford, Draper. July 1 at 11
 at offices of Stanley and Son, Newcastle-under-Lyme
 Knapp, James Nelson, Alfred Henry Tapsen, and William Childs Webb
 Knapp, Newport, Monmouth, Shipbrokers. July 6 at 11 at offices of
 Pain and Son, Dock st, Newport
 Leverett, Henry William, Ipswich, Suffolk, Mill Sawyer. July 1 at 11
 at offices of Jackman and Sons, Silent st, Ipswich
 Leach, Charles, Halifax, York, Tailor. June 30 at 3 at offices of
 Thomas, Crossley st, Halifax
 Lister, Jane, Kendal, Westmorland, Innkeeper. June 30 at 11 at offices
 of Thomson and Wilson, Finkle st, Kendal
 Long, Richard, Liverpool, Engineer. July 3 at 12 at offices of Francis
 and Co, Harrington st, Liverpool
 Mahon, John, Manchester, Engineer. July 7 at 12 at offices of Slater
 and Poole, Norfolk st, Manchester
 McCarthy, Cornelius, Mile End rd, Ironmonger. July 2 at 3 at offices
 of Nutt and Co, Broad court, St Bonet place, Graciosa rd
 McKnight, Thomas, Barrow-in-Furness, Lancashire, Saddler. June 30
 at 11 at the Ship Hotel, Strand, Barrow-in-Furness. Bradshaw and
 Pearson, Barrow-in-Furness
 Melbourne, James Arthur, Manchester, Beer Retailer. July 7 at 3 at
 the Falstaff Hotel, Market place, Manchester. Law, Manchester
 Moss, James, Liverpool, Machinist. July 5 at 12 at offices of Carruthers,
 Clayton square, Liverpool
 Noakes, Horace, Ore, Sussex, Miller. June 26 at 2 at the Anchor Inn,
 George st, Hastings. Camma ch, Hastings
 Norman, Benjamin, and Charles Carter, Sheffield, Bricklayers. June
 28 at 2 at offices of Taylor, Norfolk row, Sheffield
 Page, James, Abergavenny, Mon mouth, Innkeeper. July 3 at 3 at the
 George Hotel, Abergavenny. Shepa rd, Tredegar
 Paton, William, Friday st, Commission Age nt. June 23 at 12 at offices
 of Hudgell, Gresham st. Gray, Gresham st
 Phillips, William, Birmingham, Butcher. July 1 at 10.30 at offices of
 Fallows, Cherry st, Birmingham
 Pickering, Thomas, Bailey, York, Machine Tooth Maker. July 6 at 3
 at offices of Scholes and Son, Leeds rd, Dewsbury
 Pritchard, Henry, Risca, Monmouth, Builder. June 28 at the Queen's
 Hotel, Newport, in lieu of the place originally named
 Richardson, John Thomas, Aston, nr Birmingham, Coal Dealer. June
 29 at 12 at offices of Fallows, Cherry st, Birmingham

Ricketts, Joseph, Oxford, Carpenter. July 1 at 12 at offices of Hurford and Co, Ship st, Oxford
 Roe, Alfred William, Brighton, Sussex, Auctioneer's Clerk. June 30 at 3 at offices of Holtham, Ship st, Brighton
 Rossi, Nicola, Princes st, Leicester square, Restaurant Keeper. July 2 at 2 at 25, Walbrook. Merriman and Co, Sherborne lane
 Shiers, Adolph, Manchester, Shipping Merchant. July 7 at 3 at the Clarence Ho. el, Spring gardens, Manchester. Store, Manchester
 Smith, Mary Ann, Manchester, Milliner. July 5 at 12 at offices of Whitt, Lower King st, Manchester. Dawson, Manchester
 Smith, William, junior, Hinton Charterhouse, Somerset, Farm Bailiff. June 26 at 1 at offices of Essery, Guildhall, Broad st, Bristol
 Taylor, Edward Hubert, Leamington Spa, Warwick, Boot Maker. June 30 at 1 at offices of Sanderson, Church st, Warwick
 Thompson, William, Dewsbury, York, Coach Builder. July 2 at 11 at offices of Shaw, Bond st, Dewsbury
 Thorpe, Ann, North row, Covent garden market, Saleswoman. June 26 at 2 at offices of Bartlett and Forbes, Bedford st, Covent garden
 Thwaites, William, and John Briscoe, Penrith, Cumberland, Coal Dealers. July 8 at 3 at offices of Cant and Fairer, Southend rd, Penrith
 Twine, John, Great Windmill st, Haymarket, Refreshment House Keeper. June 26 at 2 at offices of Hobbes, Southampton buildings, Chancery lane
 Vanghan, William, Chirk, Denbigh, Tailor. July 2 at 10 at offices of Sherratt, Temple row, Wrexham
 Wallers, James, Wolverhampton, Stafford, out of business. July 1 at 3 at offices of Fellows, Mount Pleasant, Bilston
 Whitney, John, Warrington, Norfolk, Brick Maker. July 1 at 11 at offices of Ollard and Co, Union place crescent, Walsby
 Williams, Henry Thomas, Noble st, Builder. June 30 at 2 at offices of the Salesmen's Provident Society, Milner's buildings, Moorgate st, Freeman, Bedford row
 Williams, William, Merthyr Tydfil, Glamorgan, Draper. June 28 at 12 at offices of Williams and Lewis, High st, Merthyr Tydfil

TUESDAY, June 22, 1875.

Abbott, Tom, Exeter, Butcher. July 3 at 3 at the Queen's Hotel, Queen's st, Exeter. Friend, Post Office chambers, Exeter
 Al-ano, Robert, Sunderland, Durham, out of business. July 3 at 3 at offices of Tilley, Norfolk st, Sunderland
 Amner, George Manning, East India avenue, Leadenhall st, Coal Factor. July 13 at 2 at the London Tavern, Bishopsgate st. Courtenay and Crooms
 Archbold, John, Almonth, Northumberland, Manager of Almonth Gas Works. July 7 at 11 at offices of Bush, Nicholas buildings, Newcastle-upon-Tyne
 Bainbridge, Joseph Erskine, Doncaster, York, Common Brewer. June 28 at 3 at offices of Ellis, St George gate, Doncaster
 Beevor, Arthur George, Southtown, Suffolk, Miller. July 8 at 11 at offices of Wiltshire, Hall plain, Great Yarmouth
 Benton, Edward, Wisbech St Peter, Cambridges, Master Mariner. July 7 at 11 at offices of Ollard, York row, Wisbech
 Bird, Daniel, Luton, Belif rd, Bonnet Manufacturer. July 6 at 11 at the Red Lion Inn, Castle st, Luton. Neve, Park st west, Luton
 Boyd, James Smart, Dinon, Wilt, out of occupation. July 9 at 12 at offices of Hodding, Market House, Salisbury
 Brantingham, George, Leamside, Durham, Grocer. July 5 at 9 at offices of Hoyle and Co, Collingwood st, Newcastle-on Tyne
 Brown, George, Wrexham, Denbigh, Watch Maker. July 16 at 12 at offices of Jones, Henblas st, Wrexham
 Bush, Arthur Timothy, Rochford, Essex, Journeyman Miller. July 7 at 1 at offices of Gee, Bishop's Stortford
 Cardwell, James Parkinson, Atrincham, Cheshire, Builder. July 7 at 3 at the Clarence Hotel, Spring gardens, Manchester. Atkinson and Co, Atrincham
 Cole, Thomas, Dudley, Worcester, Provision Dealer. July 3 at 11 at offices of Lowe, Wolverhampton st, Dudley
 Cooper, Benjamin, Hincroveston, Norfolk, Blacksmith. July 3 at 11 at offices of Tillet and Co, St Andrew's st, Norwich
 Corbett, Edward, Tottenhall wood, Stafford, Dairyman. July 2 at 11 at offices of Barrow, Queen st, Wolverhampton
 Cornes, Thomas, Hunslet, Cheshire, Mechanist. July 8 at 3 at the Crown Hotel, Nantwich. Martin, Nantwich
 Crowther, Samuel, Padsey, York, Common Brewer. June 26 at 10 at offices of Watson and Dickens, Victoria chambers, Market st, Bradford
 Cruise, John Henry, Liverpool, Grocer. July 9 at 3 at offices of Norton, Cook st, Liverpool
 Cuts, John, Bradley, Stafford, Charter Master. July 1 at 11 at offices of Fellows, Mount Pleasant, Bilston
 Dalby, Robert, Eastham, Sunderland, Durham, Chemist. July 2 at 11 at offices of Snowball, Frederick Lodge, Sunningland
 Dale, George, Betts rd, Paisiow, out of business. July 3 at 3:30 at the Marston Hall Tavern, Masons' avenue, Basinghall st. Rigby, Bressford st, Waltham
 Darlington, Mary Ann, Weaverham, Cheshire. July 3 at 11 at offices of Fletcher, Castle st, Northwich
 Denton, William Benjamin, Malvern villas, Hounslow, Wine Merchant. July 3 at 11:30 at offices of Doyle, Carey st, Lincoln's inn
 Decker, Alfred, Leeds, Flax Spinner. July 7 at 3 at offices of Teale and Appleton, Trinity st, Leeds
 Forfar, George, Leamington, Warwick, Grocer. July 6 at 2 at offices of Broad and Co, Queen st, Cheshire. Smith and Co, Bread st
 Frampton, Frederick, College st, Belvidere rd, Lambeth, Licensed Victualler. July 3 at 10 at the Victoria Tavern, Morpeth rd, Bethnal green. Long, Landsdown terrace, Victoria park
 Frizell, Annie, Kelloe Colliery, Durham, Grocer. July 5 at 3 at offices of Chapman, St Nicholas court, Market place, Durham
 Gerard, John, and Richard Raybald, Netherpton, Worcester, Coal-masters. July 2 at 10:30 at the Dudley Arms Hotel, Dudley. Gould, Stoorbridge
 Gladders, James, Skelton-in-Cleveland, York, Innkeeper. July 5 at 12 at offices of Dubois, Gosford st, Middleborough
 Gonzales, Anibal, Old Broad st, Merchant. July 14 at 2 at the London Tavern, Bishopsgate st within. Clarke and Co, Gresham House
 Gressman, Jacob, West Hartlepool, Durham, Draper. July 2 at 12 at offices of Bell, Lambion st, Sunderland

Hall, George, Warwick, Grocer. July 2 at 2 at offices of Snape, High st, Warwick
 Hall, James, Lincoln, Engineer. July 3 at 11 at offices of Toyne and Larken, Bank st, Lincoln
 Hall, Thomas, Leicester, Confectioner. July 5 at 12 at offices of Hunter, Halford st, Leicester
 Head, William Knight, Bourn, Lincoln, Grocer. July 5 at 3 at offices of Bell, Bourn. Deacon and Wilkins, Peterborough
 Hoehes, Jabez, Fleur-de-lis, Monmouth, Grocer. July 1 at 1 at offices of James, High st, Merthyr Tydfil
 Hughes, William, Liverpool, Cheese Factor. July 9 at 3 at offices of Lowe, Castle st, Liverpool
 Hutchens, George William, Devonport, Devon, Grocer. July 9 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth. Curtis, Plymouth
 Ingram, James, Jun, Middleborough, York. Metal Broker. July 2 at 1 at Barker's Temperance Hotel, Bridge st west, Middleborough
 Jones, John Edward, Warrington, Lancashire, Hosier. July 2 at 3 at the County Court, Bank st, Warrington. Bretherton, Bank st, Warrington
 Jones, Richard, Cardiff, Grocer. July 6 at 11 at offices of Morgan, High st, Cardiff
 Jones, Robert, Preston, Lancashire, Baker. July 6 at 11 at offices of Thompson, Chapel st, Preston
 Lake, Henry, Exeter, Commercial Traveller. July 6 at 11 at offices of Toby, Castle st, Exeter
 Leigh, Edward Simms, Coleman st, Licensed Victualler. June 30 at 11, Cheapside. Gill, Cheapside
 Levi, John, Newcastle st, General Dealer. July 13 at 2 at offices of Solomon, Finsbury place
 Lynham, William Charles, Mountpellet, Leicester, Joiner. July 9 at 11 at offices of Deane and Lickorish, Market place, Loughborough
 Magin, John, Barnaby rd, Grocer. July 13 at 12 at offices of Holloway, Ball's Pond rd, Islington. Fenton, Albion terrace, Kingsland
 Malvern, Charles, Cheltenham, Grocer. July 2 at 3 at offices of Stroud, Clarence parade, Cheltenham
 Marren, James, Wolverhampton, Stafford, Fruiterer. July 6 at 12 at offices of Wilcock, Queen's chambers, North st, Wolverhampton
 Maxwell, Homer, Waterfoot, Lancashire, Plumber. July 2 at 3 at offices of Grundy and Co, Union st, Bury
 Metcalf, John, Norland terrace, Nottinghill, Stationer. July 2 at 3 at offices of Dubois, Gresham buildings, Basinghall st
 Miles, Edwin James, Oread lane, Ludgate hill, Builder. June 30 at 1 at offices of Hull, Old North st, Red Lion square. Turnbull
 Norman, Richard, Gatehead, Durham, Manufacturer's Clerk. July 6 at 11 at offices of Benning, Granger st, Newcastle-upon-Tyne
 Orbell, Alfred, Birmingham, Beer Retailer. July 5 at 11 at offices of Grove, Bennett's hill, Birmingham
 Palmer, Edward, Kinner, Stafford, Carter. July 3 at 11 at offices of Wall, Jun, Union chm bers, Stourbridge
 Parnell, William, Gresham buildings, Bavinghall st, Auctioneer. July 12 at 3 at offices of Stocken and Jupp, Lime st square
 Pearson, Edmund, Liverpool, Baker. July 13 at 1 at offices of Quelch, Dale st, Liverpool
 Pennycuik, John William, Mile End rd, Lamp Manufacturer. July 2 at 3 at offices of Forster and Cooper, Gresham st
 Perry, James, Roath, Glamorgan, Grocer. July 3 at 11 at offices of Evans, High st, Cardiff
 Rainbow, Charlton Conyers, and Edmund Robert Holborton, St Helen's place, Bishopgate st, Merchants. July 16 at 2 at offices of Wilson and Co, Opthall buildings
 Rhoades, George, Kyo, Durham, Plumber. July 7 at 12 at offices of Bush, St Nicholas buildings, Newcastle-upon-Tyne
 Rice, Michael, London wall, Warehouseman. July 1 at 3 at offices of Haigh, Jun, King st, Cheapside
 Rimmer, Robert, Southport, Lancashire, out of business. July 13 at 3 at offices of Quelch, Dale st, Liverpool
 Robinson, Bethell, Preston, Lancashire, Furniture Dealer. July 5 at 3 at offices of Edolton, Winkley st, Preston
 Scarlett, Peter, Stockport, Cheshire, Draper. July 12 at 3 at offices of Bent, Piccadilly, Manchester
 Schofield, John, Mirfield, York, Postmaster. July 5 at 11 at offices of Robinson and Johnson, John William st, Huddersfield
 Scourse, James, Cardiff, Glamorgan, Grocer. July 5 at 12 at offices of Jenkins and Co, High st, Cardiff. Waltron, Cardiff
 Sharrock, Francis, Warrington, Lancashire, Draper. July 6 at 3 at offices of Davies and Brook, Market place, Warrington
 Shepherd, James Henry, Bilston, Stafford, Licensed Victualler. July 3 at 1 at offices of Ratcliffe, Queen st, Wolverhampton
 Speed, John, Liverpool, Provision Dealer. July 5 at 2 at offices of Bellringer, North John st, Liverpool
 Stagemon, James, Carlisle, Brixton, York, Butcher. July 3 at 11 at offices of Draper, Stockton-on-Tees
 Steeds, Edward, Salisbury, Wilts, Coal Merchant. July 1 at 2 at offices of Venning and Co, Tokenhouse yard. Cobb and Smith, Salisbury
 Steer, William, Bristol, Jeweller. July 3 at 12 at offices of Bullock and Hubert, Bridge st, Bristol. Roper, Bristol
 Stephens, Thomas, Leobury, Hereford, Draper. July 5 at 12 at the Star Hotel, Worcester. Piper, Leobury
 Storr, Richard Ripley, Leeds, out of business. July 5 at 2 at offices of Simpson and Burrell, Albion st, Leeds
 Surodder, John Edmund, Charles st, Arbour square, Stepney, Baker. July 5 at 3:30 at the Corn Exchange, Mark lane. Webb, Austin triars
 Swift, James Frederick, Liverpool, Drysalter. July 8 at 3 at offices of Barrell and Rodway, Lord st, Liverpool
 Swinney, Alexander, Morpeth, Northumberland, Ironmonger. July 6 at 2 at the Neville Hotel, Neville st, Newcastle-upon-Tyne. Nicholson, Morpeth
 Taylor, Alfred, St Albans, Hertford, Licensed Victualler. July 7 at 2 at offices of Holloway, Dean's court, Doctors' commons
 Thomas, William, Merthyr Tydfil, Glamorgan, Grocer. July 7 at 11 at offices of Morgan and Co, Victoria st, Merthyr Tydfil
 Thwaites, William, and John Briscoe, Penrith, Cumberland, Coal Dealers. July 8 at 4 at offices of Cant and Co, South End rd, Penrith
 Ware, William George, Landport, Hants, Beerhouse Keeper. July 5 at 4 at offices of King, North st, Portsea

Wason, John, Middlesbrough, York, Sister. July 6 at 3 at Barker's Temperance Hotel, Bridge at West, Middlesbrough. Bainbridge, Middlesbrough.
 Weinstein, Saul, and Solomon Weinstein, Stewart at, Spitalfields, Fur Cap Makers. June 30 at 2 at offices of Barnett, New Broad at
 Wals, John, Manchester, Dealer in Fancy Goods. July 12 at 11 at offices of Marland, St Swithin's la ne. Addleshaw and Warburton, Manchester
 White, Edward Stickley, Middlesbrough, York, Secretary Public Company. July 2 at 11.30 at the Corporation Hotel, Middlesbrough.
 White, York
 Whitford, Charles Stredwick Hoskoth, Great Tichfield at, Oxford at, Coal Merchant. July 5 at 12 at offices of Feast, Mining lane.
 Whubb, Paneras lane
 Whitlock, Thomas Gale, Stanley at, Pilmoil, out of business. July 7 at offices of Beard and Son, Basinghall at
 Wilson, Thomas Baird, Wolverhampton, Stafford, Draper. July 2 at 11 at offices of Langman, Queen at, Wolverhampton
 Woodbridge, Charlotte, Charney Bassett, Berks, Innkeeper. July 6 at 12 at offices of Jotchan, Wansage, Berks

FUNERAL REFORM.—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 2 Lancaster-place Strand, W.C.

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GLASGOW AND THE HIGHLANDS.—ROYAL ROUTE, via ORINAN AND CALEDONIAN CANALS by Royal Mail Steamer, IONA, from GLASGOW BRIDGE WHARF at Seven a.m., and from GREENOCK at Nine a.m., carrying passengers for OBAN, FORT WILLIAM, and INVERNESS, daily. For sailings to GLENCOE, GAIRLOCH, ROSS-SHIRE (for Lochmarree), STAFFA, IONA, MULL, LOCH SCAVAIG, SKYE, LEWIS, and WEST HIGHLANDS, see bill with Map and Tourist Fares, free by post on application to DAVID HUTCHESON & CO., 119, Hope-street, Glasgow.

ROYAL POLYTECHNIC.—The MAGICIAN and the GENII, an Original, Optical, Magical, and Musical Entertainment, with a NEW GHOST Scene (by permission of the Author, Dr. Croft), and several wonderful illusions and mysteries, by Mr. Seymour Smith, assisted by Herr Max Alexander. ABOTIC EXPEDITIONS, Past and Present, by Mr. B. J. Malden. THE BESSEMER BOAT, by Mr. J. L. King. FOOD from AFAR, and ECONOMIC COOKING, by Prof. Gardner. JANE CONQUEST. THE MECHANICAL LEOTARD. DIVER and DIVING-BELL, and many other Entertainments. Open twice daily, at 12 and 7. Admission 1s.

MADAME TUSSAUX'S EXHIBITION.
 BAKER-STREET.—On View, portrait Models of KING ALFONSO XII. and VICTOR EMMANUEL, the Duke and Duchess of EDINBURGH, the EMPEROR OF RUSSIA, the SHAH of PERSIA, Sir SAMUEL BAKER, the late Dr. LIVINGSTONE, Mr. H. M. STANLEY, Rev. H. WARD BEECHER, Sir GARNET WOLSELEY, MARSHAL McMAHON, MARSHAL BAZAINE, M. THIERS, the late CHARLES DICKENS, and Dr. KENEALY, M.P. Also superb and costly Court Dresses; the complete line of British Monarchs, from William the Conqueror to Queen Victoria; and over 300 Portrait Models of Celebrated and Distinguished Characters. Admission, 1s. Children under twelve, 6d. Extra room, 6d. Open from 10 a.m. till 10 p.m.

ROYAL OLYMPIC THEATRE.

THIS EVENING, at 7.30, FAMILY JARS. At 8, THE TICKET-OFF-LEAVE MAN. Messrs. J. Eldred, G. W. Anson, E. Souvar, C. Harcourt, Voltaire, and Henry Neville; Mesdames E. Farren, Stephens, Hazleton, A. Taylor, and Miss Fowler.

VAUDEVILLE THEATRE, STRAND.

THIS EVENING, at 7.30, A WHIRLIGIG. At 8, OUR BOYS by H. J. Byron. Concluding with A FEARFUL FOE. Messrs. W. Farren, T. Thorne, Warner, C. W. Garthorne, W. Lestock, Bernard, and D. James; Mesdames Amy Roselle, Bishop, N. Walters, C. Richards, S. Larkin, &c.

ALHAMBRA THEATRE ROYAL.

THIS EVENING, CHILPERIC. Preceded by THE ARTFUL DODGE, written by E. L. Blanchard, followed by the Grand Barbicane Ballet, with Mlle. Betty Rigi, Pertoldi, Sidonie. Concluding with a new Comic Ballet by the Lauri Family. Commence at 7. No free list. Prices from 6d. to 42 2s.

THE LONDON ASSURANCE CORPORATION,

FOR FIRE, LIFE, AND MARINE ASSURANCES.
(Incorporated by Royal Charter, A.D. 1720.)
Office—No. 7, ROYAL EXCHANGE, LONDON, E.C.
West-End Agents:

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FIRE DEPARTMENT.

NOTICE is hereby given to persons Assured against Fire, that the renewal receipts for Premiums due at Midsummer are ready to be delivered, and that Assurances in which the Premium shall remain unpaid after Fifteen Days from the said Quarter-day will become void.

Fire Assurances can be effected with the Corporation at moderate rates of Premium.

LIFE DEPARTMENT.

Life Assurances may be effected either with or without participation in Profits.

Copies of the Accounts, pursuant to "The Life Assurance Companies Act, 1870," may be obtained on application.
The Directors are ready to receive applications for Agencies to the Corporation.

JOHN P. LAURENCE, Secretary.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

Chief Office—136, Chancery-lane, London, W.C.
The Funds in hand and Capital subscribed amount to £1,400,000 sterling.

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Every description of Fire and Life Insurance business transacted.
The Directors invite attention to the new form of Life Policy, which is free from all conditions.

The Company advances Money on Mortgage of Life Interest and Reversions, whether absolute or contingent.

Prospectuses, Copies of the Directors' Report, and Annual Balance Sheet, and every information, sent post free, on application to
FRANK M'GEDY, Actuary and Secretary.

LAW REVERSIONARY INTEREST SOCIETY.

24, LINCOLN'S-INN-FIELDS, W.C.

Chairman—Alfred H. Shadwell, Esq.

DEPUTY-CHAIRMAN—H. Cecil Raikes, Esq., M.P.

Reversions and Life Interests purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions.
Annuities, Immediate; Deferred, and Contingent, and also Endowments granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office.

C. B. CLABON, Secretary.

REVERSIONS AND LIFE INTERESTS.

THESE PROPERTIES ARE PURCHASED, OR LOANS GRANTED UPON THE SECURITY OF THEM,

BY

THE SCOTTISH EQUITABLE (MUTUAL) LIFE ASSURANCE SOCIETY.

Head Office—25, ST. ANDREW-SQUARE, EDINBURGH.

London Office—69, KING WILLIAM-STREET, E.C.

Manager—T. B. SPRAGUE, Esq., M.A.

Solicitors in London.—Messrs. BURTON, YEATES, & HART, 37, Lincoln's-inn-fields.

Income, £277,700. Assets, £2,104,000.

Every description of Life Insurance business transacted.

The usual Commission allowed to Solicitors.

SOVEREIGN LIFE OFFICE.

(Founded 1815.)

Assurers can obtain ADVANCES of £200 and upwards on Reversions, Annuities, &c., also on guarantee of two or more first-class sureties.

All names, with full particulars, must be sent to the Secretary, 48, St. James's-street, London, S.W.

GUARDIAN FIRE AND LIFE OFFICE.

11, Lombard-street, London, E.C.
Established 1821. Subscribed Capital, Two Millions.

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Henry Vigne, Esq.

MANAGER OF FIRE DEPARTMENT—F. J. Marsden.

SECRETARY—T. G. C. Brown.

Share Capital at present paid up and invested	£1,000,000
Total Funds	£3,000,000
Total Annual Income upwards of	£400,000

N.B.—Fire Policies which expire at Midsummer must be renewed at the Head Office, or with the Agents, on or before the 9th July.

THE AGRA BANK (LIMITED)

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.
BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agartala, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—At 5 per cent. per annum, subject to 12 months' notice of withdrawal. For shorter periods deposits will be received on terms to be agreed upon. BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent for collection.

SALES AND PURCHASES effected in British and foreign securities, East India Stock and loans, and the safe custody of the same undertaken. Interest drawn, and army, navy, and civil pay and pensions realised. Every other description of banking business and money agency British and Indian, transacted.
J. THOMSON, Chairman.

CO-OPERATIVE CREDIT BANK

MANSION HOUSE CHAMBERS,
12, QUEEN VICTORIA STREET, E.C.

First Issue of Capital: £500,000 (in subscriptions of £1 and upwards). Interest in lieu of dividend 18 per cent. per annum, paid monthly. Current accounts opened, and 5 per cent. interest allowed on the Minimum Monthly Balances.

CHEQUE BOOKS SUPPLIED.

The Bank grants Credits and issues Circular Notes for the Continent and America, and transacts every description of sound financial business.
For particulars apply to R. B. OAKLEY, Manager.

MORTGAGES.

Messrs. Broad, Pritchard, & Wiltshire invite the offer of Securities, either Freehold, Copyhold, or good Leasehold, for sums of large or small amounts for advances by way of Mortgage, to employ the funds of Trustees, Executors, and Principals in their hands for Investment. Unfinished buildings are not eligible. Principals or their solicitors only can be negotiated with.—AUCTION AND ESTATE AGENCY OFFICES, 7, Queen-street, Cheapside, E.C.

MESSRS. DEBENHAM, TEWSON & FARMER.

LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month and may be obtained, free of charge, at their offices, 80, Cheapside, E.C. or will be sent by post in return for two stamps.—Particulars for information should be received not later than four days previous to the issue of the preceding month.

LEASEHOLD GROUND-RENT of £56 a year,

secured on five modern houses, part with shops, held from the Duke of Westminster for 44 years at the nominal ground-rent of £1, and therefore, for the time being, nearly equal to freehold. The property is of a good class, the plans having been approved of by the Duke's surveyor, and is situated close to Eaton-square. To be sold to pay about 10 per cent., and offering a safe investment.—Messrs. DEBENHAM, TEWSON & FARMER, 80, Cheapside.

SURREY.—Attractive FREEHOLD RESIDENTIAL PROPERTY

of 18 acres to be SOLD, close to a station whence Cannon-street is reached in 30 minutes, and a mile and a half from a first-class junction. The mansion is most substantially built and elaborately fitted at great cost. It has 20 bed rooms, 3 bath rooms, 5 noble reception rooms opening into two handsome domed conservatories, billiard room (41ft. by 22ft.), racquet court, and offices, extensive stabling, beautiful pleasure grounds, terraced walks, shrubberies, ornamental lake, kitchen gardens, glasshouses of great extent, large cottage for gardener, and park-like meadow land adorned with noble timber, and offering important building frontages of yearly increasing value.—Messrs. BLAKE, SON, & HADDOCK, 21, High-street, Croydon; or, Messrs. DEBENHAM, TEWSON, & FARMER, 80, Cheapside.

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